



ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

25 May 21, 2013

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Los Angeles County
Board of Supervisors

May 21, 2013

Gloria Molina
First District

Mark Ridley-Thomas
Second District

Zev Yaroslavsky
Third District

Don Knabe
Fourth District

Michael D. Antonovich
Fifth District

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

Mitchell H. Katz, M.D.
Director

Hal F. Yee, Jr., M.D., Ph.D.
Chief Medical Officer

Christina Ghaly, M.D.
Deputy Director, Strategic Planning

**APPROVAL OF A NO COST AGREEMENT WITH THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA
AND UCLA MEDICAL GROUP
(ALL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval of a no cost agreement with the Regents of the University of California and UCLA Medical Group for the provision of non-elective health care services to Healthy Way LA members.

313 N. Figueroa Street, Suite 912
Los Angeles, CA 90012

Tel: (213)240-8101
Fax: (213) 481-0503

www.dhs.lacounty.gov

*To ensure access to high-quality,
patient-centered, cost-effective health
care to Los Angeles County residents
through direct services at DHS facilities
and through collaboration with
community and university partners.*

IT IS RECOMMENDED THAT THE BOARD:

Delegate authority to the Director of Health Services, or his designee, to execute a no cost agreement with the Regents of the University of California (UC Regents), effective October 1, 2011 through December 31, 2013, for the provision of covered health care services at Santa Monica UCLA Medical Center and Orthopedic Hospital (Santa Monica UCLA) to enrollees of the County's Healthy Way LA (HWLA) program who are assigned to Venice Family Clinic, and for non-elective services (emergency and related post-stabilization care) provided to HWLA enrollees at both Santa Monica UCLA and Ronald Reagan UCLA Medical Center (Ronald Reagan UCLA).



www.dhs.lacounty.gov

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of the recommended action will enable the Director of Health Services, or his designee, to execute an agreement, substantially similar to Exhibit I, with the UC Regents and UCLA Medical Group to allow Santa Monica UCLA, and Ronald Reagan UCLA for non-elective services only, to provide the non-federal share of cost for services provided to HWLA patients at no County cost.

One of the requirements of the current 1115 Waiver is to ensure access to hospital services for all HWLA enrollees. Because there are no geographically proximate Department of Health Services (DHS) hospitals in the West Los Angeles area, the Department previously requested and received Board approval on February 22, 2011 to enter into a no cost agreement with the UC Regents for certain health care services provided to HWLA members at Santa Monica UCLA, and Ronald Reagan UCLA, to provide coverage in those areas. Approval of the Centers for Medicare and Medicaid Services (CMS) is required to sanction the County's contractual arrangement with these hospitals. CMS approval has recently been received with an effective date of October 1, 2011. The delegated authority approved by the Board on February 22, 2011 specified that the effective date of the agreement would be "upon execution". However, since the CMS approval date is effective retroactive to October 1, 2011, it is now necessary for the Department to request the Board's approval of a new delegated authority that will allow the agreement to be executed with an effective date of October 1, 2011. In addition, the previous delegated authority was limited to execution of an agreement with the Regents of the UC. As a result of negotiations, the Regents are requesting that its related physician group, UCLA Medical Group, also be a signatory to the agreement with the County.

The two UC hospitals are the only entities in the geographic region that are able to draw down federal funds using their own certified public expenditures (CPEs) or intergovernmental transfers (IGTs), which is the sole basis for their compensation under this Agreement.

Implementation of Strategic Plan Goals

The recommended actions support Goal 1, Operational Effectiveness, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

Approval of the recommended action will have no fiscal impact on DHS.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The Board delegated authority to the Director of Health Services, or his designee, in February 2011, to contract with the UC Regents, and modify the County's standard contract provisions with respect to mutual indemnification and/or some other standard provisions of value in order to provide legal support for the agreement. The recommended Agreement contains the modifications contemplated under this authority.

The recommended Agreement contains modifications to the Indemnification language mutually indemnifying either party, and includes insurance coverage requirement for Affiliate Physicians.

All other standard contract terms are included in this Agreement.

County Counsel has reviewed and approved the Agreement as to form.

CONTRACTING PROCESS

The UC Regents operate the only hospitals in the West Los Angeles area that are able to draw down federal funds using their own CPEs or IGTs, as the non-federal share of costs for services they provide to HWLA members.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommendation will enable the Department to ensure geographic access to services for HWLA enrollees in the West Los Angeles region.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Mitchell Katz". The signature is written in a cursive, somewhat stylized font.

Mitchell H. Katz, M.D.

Director

MHK:aw

Enclosures

c: Chief Executive Office
County Counsel
Executive Office, Board of Supervisors

**HOSPITAL AND PARTICIPATING
PHYSICIAN GROUP SERVICES
AGREEMENT**

for

Healthy Way LA Program

between

**SANTA MONICA UCLA MEDICAL CENTER
AND ORTHOPAEDIC HOSPITAL**

and

UCLA Medical Group

and

**COUNTY OF LOS ANGELES, DEPARTMENT
OF HEALTH SERVICES**

TABLE OF CONTENTS

	<u>Page</u>
1	DEFINITIONS..... 4
2	REPRESENTATIONS, COVENANTS, AND OBLIGATIONS OF HOSPITAL AND PPG..... 8
2.1	<u>Authority</u> 8
2.2	<u>Accreditation with TJC</u> 8
2.3	<u>Access to Books and Records</u> 9
2.4	<u>Billing HWLA Program Patients, HWLA Program ER Patients, State, and Federal Government</u> 9
2.5	<u>Standards of Care</u> :..... 10
2.6	<u>Cooperation with County</u> 11
2.7	<u>Facilities and Equipment</u> 11
2.8	<u>General Insurance Requirements</u> 11
A.	<u>Evidence of Coverage and Notice to County</u> : 12
B.	<u>Additional Insured Status and Scope of Coverage</u> :..... 13
C.	<u>Cancellation of Insurance</u> :..... 14
D.	<u>Failure to Maintain Insurance</u> : 14
E.	<u>Insurer Financial Ratings</u> : 14
F.	<u>Hospital's and PPG's Insurance Shall Be Primary</u> : 15
G.	<u>Waivers of Subrogation</u> : 15
H.	<u>Sub-Contractor Insurance Coverage Requirements</u> : 15
I.	<u>Deductibles and Self-Insured Retentions (SIRs)</u> : 15
J.	<u>Claims Made Coverage</u> :..... 16
K.	<u>Application of Excess Liability Coverage</u> :..... 16
L.	<u>Separation of Insureds</u> : 16

M.	<u>Alternative Risk Financing Programs:</u>	16
N.	<u>County of LA Review and Approval of Insurance Requirements:</u>	17
2.9	<u>Insurance Coverage Requirements:</u>	17
A.	<u>Commercial General Liability:</u>	17
B.	<u>Automobile Liability:</u>	18
C.	<u>Workers Compensation and Employers' Liability:</u>	18
D.	<u>Professional Liability/Errors and Omissions:</u>	19
E.	<u>Crime Coverage:</u>	19
F.	<u>Real Property and All Other Personal Property:</u>	19
G.	<u>Insurance Coverage Requirements for Affiliate Physicians:</u>	19
2.10	<u>Indemnification and Insurance Application to Subcontractor(s):</u>	20
2.11	<u>DHS Name and Logo:</u>	20
2.12	<u>Continuing Obligations for Covered Services:</u>	20
2.13	<u>Hospital's Quality Management Program:</u>	21
2.14	<u>Transfers of HWLA Program Patients to Hospital:</u>	21
2.15	<u>Hospital Services:</u>	21
2.16	<u>Prior Authorization:</u>	22
2.17	<u>Hours of Service:</u>	22
2.18	<u>Transmittal of Claims:</u>	22
2.19	<u>Encounter Data:</u>	23
3	REPRESENTATIONS, COVENANTS, AND OBLIGATIONS OF COUNTY OF LA	23
3.1	<u>Authority:</u>	23
3.2	<u>Compliance with State and Federal Rules and Regulations:</u>	24
3.3	<u>Hospital Name and Logo:</u>	24

3.4	<u>Transfer of HWLA Program Patients from Hospital.</u>	25
4	PAYMENT	26
4.1	<u>Payment for Covered Services.</u>	26
4.2	<u>Hospital's and PPG's Non-Federal Share of Expenditures.</u>	26
4.3	<u>Prohibition on Charging Patients.</u>	27
4.4	<u>Payment after Termination of Agreement.</u>	28
4.5	<u>Reimbursement/Subrogation.</u>	28
4.6	<u>Survival of Obligations.</u>	29
5	TERM	29
5.1	<u>Term.</u>	29
6	TERMINATION OF AGREEMENT	29
6.1	<u>County Appropriation.</u>	29
6.2	<u>Immediate Suspension.</u>	30
6.3	<u>Material Breach.</u>	31
6.4	<u>Termination Upon Notice</u>	31
6.5	<u>Hospital Performance During Civil Unrest or Disaster.</u>	31
7	MISCELLANEOUS PROVISIONS	32
7.1	<u>Amendment.</u>	32
7.2	<u>Indemnification.</u>	32
7.3	<u>Health Insurance Portability and Accountability Act.</u>	33
7.4	<u>Notices.</u>	34
7.5	<u>Governing Law.</u>	35
7.6	<u>Additional Provisions, Exhibits and Attachments.</u>	35

EXHIBITS

Exhibit A – Description of Services – Hospital Based Services.....	EX-2
Exhibit B – Verification of Patient Enrollment and Assignment.....	EX-6
Exhibit C-1 – Billing and Reimbursement.....	EX-8
Exhibit C-2 – Schedule of Interim Payments.....	EX-16
Exhibit D – List of Service Locations.....	EX-17
Exhibit E – Federal Managed Care Requirements.....	EX-18
Exhibit F – Additional Provisions.....	EX-19

HOSPITAL AND PARTICIPATING PHYSICIAN GROUP SERVICES AGREEMENT

This Hospital Services and Participating Physician Group Agreement (“Agreement”) between County of Los Angeles (“County of LA”), through its Department of Health Services (“DHS”) and The Regents of the University of California, a California Constitutional Corporation, on behalf of Santa Monica UCLA Medical Center and Orthopaedic Hospital (“Hospital”) and UCLA Medical Group (“PPG”), is made effective this ___ day of _____, ____ (“Effective Date”).

RECITALS

A. On November 2, 2010, the U.S. Department of Health and Human Services, Centers for Medicare and Medicaid Services (“CMS”), approved the State of California's Section 1115 Medicaid Waiver Proposal, Bridge to Reform Demonstration Project (“Demonstration”) as a transition to Federal health care reforms that will take effect in 2014; and

B. The Demonstration takes advantage of the Coverage Expansion and Enrollment Demonstration provisions in the Federal Patient Protection and Affordable Care Act to expand coverage to persons ages 19 to 64 for up to 133% of the Federal Poverty Limit (“FPL”) under the Medicaid Coverage Expansion or “MCE”, and to persons age 19 to 64 from 134% up to 200% of the FPL under the Health Care Coverage Initiative or HCCI; and

C. Pursuant to the Special Terms and Conditions (“STCs”) of the Demonstration, and state law implementing the Demonstration (“Act”) a County is eligible for reimbursement for certain health care services provided to eligible persons covered under the MCE (“MCE Population”), and HCCI (HCCI Population) under a duly organized County Low Income Health Program (“LIHP”); and

D. The County of LA is implementing the LIHP by and through its Healthy Way LA Program (“HWLA Program” or “Program”); and

E. Pursuant to the STCs of the Demonstration, a County may contract with Hospital and PPG as part of a closed network of providers to provide health care services to the MCE Population and HCCI Population (collectively, LIHP Population); and

F. The parties desire to enter into a contract for Hospital and PPG to provide certain Hospital Services and Physician Services to the MCE Population enrolled with the HWLA Program with reimbursement provided by the County of LA; and

G. The County of LA has entered into an agreement with Venice Family Clinic for the provision of professional primary care and other health care services for the MCE Population enrolled in the HWLA Program and assigned to Venice Family Clinic; and

H. The parties desire that Hospital provide Hospital Services and that PPG provide Physician Services at Hospital to the MCE Population enrolled in the HWLA Program and assigned to Venice Family Clinic and Hospital, and Non-elective Services to the MCE Population enrolled in the HWLA Program at hospitals as set forth in Exhibit D, all in accordance with and subject to the limitations set forth in, the provisions of this Agreement; and

I. Pursuant to the County of LA's approved LIHP application, the County of LA may include public funds made available by Hospital as the nonfederal share of LIHP expenditures for purposes of obtaining reimbursement under the Demonstration.

J. The Agreement is authorized by one or more of the following statutes: Health and Safety Code sections 1445,1451, 1797.252, and 1798.170, California

Government Code section 26227, 31000, and Welfare and Institutions Code section 16946; and

K. Hospital is licensed in accordance with the requirements of the California Health Facilities Licensure Act (Health and Safety Code sections 1250, et seq.) and the regulations promulgated pursuant thereto, and is equipped, staffed, and willing to provide general acute care hospital services for and in consideration of payment as provided for under this Agreement and upon the conditions hereinafter set forth; and

L. PPG, through its duly licensed providers, is willing to provide health care Physician Services for and in consideration of payment as provided under this Agreement and upon the conditions hereinafter set forth; and

M. County of LA's Department of Health Services has made a finding that the services to be provided hereunder are of a professional nature and are of an emergent nature to protect the health and safety of County of LA residents;

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1 DEFINITIONS

- 1.1 **Claims Data** shall mean the information to be provided by Hospital on CMS Form UB-04 and by PPG on a CMS Form 1500, or such other form(s) as may be mutually agreed to by the parties.
- 1.2 **Claims Transmittal** shall mean the process for submitting Claims Data.
- 1.3 **CMS** shall mean the Centers for Medicare and Medicaid Services, which is the agency of the Federal government within the Department of Health and Human Services ("HHS") responsible for administration of the Medicare and Medicaid programs.

- 1.4 **Confidential Information** shall mean financial information, medical records, credentialing information, utilization management information, quality management information, and other confidential information relating to Hospital, PPG and HWLA Program Patients and HWLA Program ER Patients.
- 1.5 **Coordination of Benefits** shall mean the process of determining the primary and secondary payors for health services including goods and services provided to HWLA Program Patients and HWLA Program ER Patients.
- 1.6 **Covered Services** shall mean all Medically Necessary Hospital Services provided directly by Hospital, and Physician Services provided by PPG at Hospital, and all Non-elective Services provided at Hospital and Ronald Reagan UCLA Medical Center, which Hospital and PPG may claim on the CPE Report. Covered services shall include Non-elective Services and Elective Services. Covered Services shall exclude organ transplants, bariatric surgery and infertility related services consistent with the STCs of the Demonstration.
- 1.7 **CPE Report** shall mean the report, in a form and with contents to be determined by County of LA, needed for County of LA to claim the Hospital's and PPG's costs of health care services provided to the MCE Population enrolled with the HWLA Program for partial reimbursement under the Demonstration.

- 1.8 **Department of Health Services** or "DHS" shall mean the County of Los Angeles, Department of Health Services.
- 1.9 **DHCS** shall mean California State Department of Health Care Services.
- 1.10 **Discharge Planning** shall mean a process that begins within the first day of notification of Hospital admission in accordance with Hospital's discharge planning policies.
- 1.11 **Elective Services** shall mean Covered Services, which are not Non-elective Services. Elective Services shall only be provided at Santa Monica UCLA Medical Center and Orthopedic Hospital.
- 1.12 **Emergency** shall mean a medical condition which is manifested by acute symptoms of sufficient severity (including severe pain), such that a prudent lay person, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in: (1) placing the health of the individual (or, in the case of a pregnant woman, the health of the woman or her unborn child) in serious jeopardy; (2) serious impairment to bodily function; or (3) serious dysfunction of any bodily organ or part.
- 1.13 **HWLA Program Patients** shall mean the MCE Population enrolled in HWLA Program and assigned to Venice Family Clinic and Hospital. In no event, shall the number of HWLA Program Patients assigned to Venice Family Clinic and Hospital exceed five hundred (500). The County of LA shall work with Hospital and Venice Family Clinic to limit such HWLA

Program Patient enrollment to those residing within the ZIP codes; 90401, 90402, 90403, 90404 and 90405.

- 1.14 **HWLA Program ER Patients** shall mean the MCE Population enrolled in HWLA Program who receive Non-elective Services at Hospital or Ronald Reagan UCLA Medical Center.
- 1.15 **Hospital Services** shall mean the health services that Hospital is licensed to provide.
- 1.16 **Medical Director** shall mean a physician designated by DHS to manage DHS's Quality Management and Utilization Management responsibilities, or that physician's designee.
- 1.17 **Medically Necessary** shall mean services or supplies that under the provisions of this Agreement are determined necessary according to HWLA Program's Utilization Management Program.
- 1.18 **Non-elective Services** shall mean:
1. Services provided in the emergency department;
 2. Covered Services provided following and incident to treatment in the emergency department, including Hospital and Physician Services provided as part of an Emergency inpatient admission through discharge; and
 3. All other Emergency services.
- 1.19 **State** shall mean the state government of California.
- 1.20 **Physician Services** shall mean those services which physician is duly licensed to provide.
- 1.21 **TJC** shall mean the entity granting accreditation, the Joint Commission.

1.22 **Utilization Management Program** shall mean DHS' process for reviewing and determining whether certain health services provided or to be provided to HWLA Program Patients are Medically Necessary.

2 REPRESENTATIONS, COVENANTS, AND OBLIGATIONS OF HOSPITAL AND PPG

Hospital, and PPG as appropriate, represent, and covenant, as applicable, to DHS the following:

2.1 Authority.

Hospital and PPG have full right, power, and authority to execute and deliver this Agreement and to carry out the Covered Services contemplated hereunder. All corporate and other acts or proceedings required to be taken by Hospital and PPG to authorize the execution, delivery, and performance of this Agreement have been duly and properly taken.

2.2 Accreditation with TJC.

Hospital is accredited by TJC and shall at all times throughout the Term hereof maintain such accreditation. If the level of Hospital's accreditation is not an accreditation with full standards compliance, within ten (10) business days of DHS' written request, Hospital shall submit to DHS' Credentialing Department: 1) a copy of the accreditation survey; and 2) a corrective action plan developed to address any deficiencies identified by TJC; and 3) the date Hospital will be re-surveyed by TJC if known to Hospital. Hospital shall timely notify DHS of any change or proposed change in the accreditation status of any Hospital.

2.3 **Access to Books and Records.**

County of LA shall have the right, upon fifteen (15) business days prior written notice, or with earlier notice as needed to comply with state or Federal law or the Act, and during normal business hours (or at such other times as may be mutually agreed), to inspect the accounting and administrative books and records of Hospital and PPG pertaining to Covered Services provided pursuant to this Agreement as is permitted and required by state or Federal law or the Act. The inspection shall take place at Hospital's or PPG's principal business office location. Hospital and PPG shall also permit the inspection of such books and records by such State and Federal regulatory agencies as may be required by state or Federal law and the Demonstration. When requested by County or any State or Federal regulatory agency, Hospital and PPG shall produce copies of any such records at no cost. Hospital and PPG shall retain such accounting and administrative books and records for five (5) years after final payment under this Agreement.

2.4 **Billing HWLA Program Patients, HWLA Program ER Patients, State, and Federal Government.**

Except as set forth in Exhibit C-1, in the event County of LA fails to pay Hospital and PPG for the Covered Services rendered to HWLA Program Patients or HWLA Program ER Patients by Hospital or PPG, or both, pursuant to this Agreement, Hospital and PPG shall neither (i) hold the State or Federal government or any agency thereof or any HWLA Program Patient or HWLA Program ER Patient liable for any sums owed by the County of LA, nor (ii) maintain any action at law against the State or Federal government or any agency thereof or any HWLA Program Patient or HWLA Program ER

Patient to collect sums owed by County of LA. Hospital and PPG are prohibited from imposing any surcharges on HWLA Program Patients or HWLA Program ER Patients for Covered Services and if County of LA receives notice of any such surcharge, County of LA shall take appropriate action.

2.5 **Standards of Care:**

A. Hospital, PPG and County of LA shall provide for supervision and monitoring of services rendered under the terms of this Agreement in accordance with recognized standards through regular review of patient medical records by Hospital's and PPG's appropriately designated staff and by County of LA staff designated by the Director, as consistent with Hospital's and PPG's policies and procedures.

B. Hospital and PPG shall ensure that all services provided pursuant to this Agreement are provided by staff who are employed by or under contract with Hospital, duly licensed, as applicable, to practice their professions in the State of California, in good standing with all applicable Boards of the State of California, and have not been barred from participation in any Federally funded health program. Hospital shall maintain documentation and be able to demonstrate to Director that staff providing services hereunder comply with the above requirements.

C. All ancillary and para-medical personnel who are appropriately employed by or contract with Hospital shall be properly licensed or credentialed, if necessary, and in good standing to practice in the State of California and otherwise appropriately qualified and appropriately supervised to render care hereunder. Hospital shall maintain documentation and be able to demonstrate to Director that all such personnel providing services hereunder comply with the above requirements.

D. PPG shall provide Covered Services with the standard of care, skill and diligence that meets professionally recognized standards of practice.

2.6 Cooperation with County.

Hospital and PPG shall assist in the maintenance of statistical data, records, and reporting requirements and shall implement certain policies, including such policies as may be internal to Hospital and/or PPG, as may be reasonably required by County for compliance with the statutory, regulatory, contractual or accreditation requirements of CMS, California Department of Public Health, DHCS, TJC, and any other applicable regulatory or accrediting agencies and bodies.

2.7 Facilities and Equipment.

Hospital and each of its facilities covered under this Agreement are in compliance in all material respects with all applicable city, State and Federal ordinances, rules and regulations and required licensures. Hospital's equipment is, and throughout the Term hereof shall be, regularly maintained substantially in accordance with the manufacturer's standards. Hospital's equipment is and shall remain throughout the Term hereof, the type and quality as would be reasonably expected of a Hospital performing the Covered Services contemplated under the terms of this Agreement. Hospital shall maintain during the Term such facilities, equipment, personnel and administrative services sufficient to provide the Covered Services as may be required pursuant to the CMS, DPH, DHCS and TJC or such other applicable accrediting or regulatory agencies or bodies.

2.8 General Insurance Requirements.

Without limiting Hospital's and PPG's indemnification of County of LA, and in the performance of this Agreement and until all of its obligations pursuant to this Agreement

have been met, Hospital and/or PPG shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this Agreement. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Hospital and PPG pursuant to this Agreement. The County of LA in no way warrants that the Required Insurance is sufficient to protect the Hospital and PPG for liabilities which may arise from or relate to this Agreement.

A. Evidence of Coverage and Notice to County:

Certificate(s) of insurance coverage (Certificate) satisfactory to County of LA, and a copy of an Additional Insured endorsement confirming County of LA and its Agents (defined below) has been given Insured status under the Hospital's General Liability policy, shall be delivered to County of LA at the address shown below and provided prior to commencing services under this Agreement.

Renewal Certificates shall be provided to County of LA not less than 10 days prior to Hospital's and PPG's policy expiration dates. The County of LA reserves the right to obtain complete, certified copies of any required Hospital and/or Hospital's contractor's, and PPG and/or PPG's contractor's, insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Agreement by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Hospital and/or PPG identified as the contracting party in this Agreement. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its

financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County of LA required endorsement forms.

Neither the County of LA's failure to obtain, nor the County of LA's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Hospital or PPG, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions. Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles, Department of Health Services
Contract Administration & Monitoring
313 N. Figueroa Street, 6E
Los Angeles, CA 90012

Attention: Kathy K. Hanks, Director

Hospital or PPG also shall promptly report to County of LA any injury or property damage accident or incident, including any injury to a Hospital employee or PPG staff occurring on County of LA property, and any loss, disappearance, destruction, misuse, or theft of County of LA property, monies or securities entrusted to Hospital or PPG.

Hospital and PPG also shall promptly notify County of LA of any third party claim or suit filed against Hospital or PPG, or any of their respective Subcontractors which arises from or relates to this Agreement, and could result in the filing of a claim or lawsuit against Hospital, PPG and/or County of LA.

B. Additional Insured Status and Scope of Coverage:

The County of LA, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County of LA and its Agents) shall be provided

additional insured status under Hospital's and PPG's General Liability policy with respect to liability arising out of Hospital's or PPG's ongoing and completed operations performed on behalf of the County of LA. County of LA and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Hospital's and PPG's acts or omissions, whether such liability is attributable to the Hospital, PPG, or to the County of LA. The full policy limits and scope of protection also shall apply to the County of LA and its Agents as an additional insured, even if they exceed the County of LA's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

C. Cancellation of Insurance:

Except in the case of cancellation for non-payment of premium, Hospital's and PPG's insurance policies shall provide, and Certificates shall specify, that County of LA shall receive not less than thirty (30) days advance written notice by mail of any cancellation of the Required Insurance. Ten (10) days prior notice may be given to County of LA in event of cancellation for non-payment of premium.

D. Failure to Maintain Insurance:

Hospital's and PPG's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of this Agreement, upon which County of LA immediately may withhold payments due to Hospital or PPG, and/or suspend or terminate this Agreement. County of LA, at its sole discretion, may obtain damages from Hospital or PPG resulting from said breach.

E. Insurer Financial Ratings:

Coverage shall be placed with insurers acceptable to the County of LA with A.M. Best ratings of not less than A:VII unless otherwise approved by County of LA.

F. Hospital's and PPG's Insurance Shall Be Primary:

Hospital's and PPG's insurance policies, with respect to any claims related to this Agreement, shall be primary with respect to all other sources of coverage available to Hospital and PPG. Any County of LA maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Hospital and PPG coverage.

G. Waivers of Subrogation:

To the fullest extent permitted by law, the Hospital and PPG hereby waive their rights and their insurer(s) rights of recovery against County of LA under all the Required Insurance for any loss arising from or relating to this Agreement. The Hospital and PPG shall require their insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Sub-Contractor Insurance Coverage Requirements:

Hospital and PPG shall include all Sub-Contractors as insureds under their respective policies, or shall provide County of LA with each Sub-Contractor's separate evidence of insurance coverage. Hospital and PPG shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County of LA, and Hospital or PPG as appropriate, as additional insureds on the Sub-Contractor's General Liability policy. Hospital and PPG shall obtain County of LA's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

I. Deductibles and Self-Insured Retentions (SIRs):

Hospital's and PPG's policies shall not obligate the County of LA to pay any portion of any Hospital or PPG deductible or SIR. The County of LA retains the right to require Hospital and PPG to reduce or eliminate policy deductibles and SIRs as respects the County of LA, or to provide a bond guaranteeing Hospital's and PPG's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

J. Claims Made Coverage:

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Agreement. Hospital and PPG understand and agree it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

K. Application of Excess Liability Coverage:

Hospital and PPG may use a combination of primary, and excess insurance policies which provide coverage as broad as (follow form) over the underlying primary policies, to satisfy the Required Insurance provisions.

L. Separation of Insureds:

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

M. Alternative Risk Financing Programs:

The County of LA reserves the right to review, and then approve, Hospital and PPG use of self-insurance, risk retention groups, risk purchasing groups, pooling

arrangements and captive insurance to satisfy the Required Insurance provisions. The County of LA and its Agents shall be designated as an Additional Covered Party under any approved program.

N. County of LA Review and Approval of Insurance Requirements:

The County of LA reserves the right to review and adjust the Required Insurance provisions, conditioned upon County of LA's determination of changes in risk exposures.

O. Self Insurance.

Hospital and PPG may satisfy the insurance requirements set forth in this Agreement under a program of self insurance upon express written approval of the County, which shall be deemed given herein upon Hospital providing certificate of self insurance to County of LA, and approval by County of LA which shall not be unreasonably withheld.

2.9 Insurance Coverage Requirements:

A. Commercial General Liability:

Insurance providing scope of coverage equivalent to ISO policy form CG 00 01, naming County of LA and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

The amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars shall be subject to the County of LA's prior review and

approval. The policy shall state that an accident or occurrence includes continuous or repeated exposure to substantially the same harmful conditions.

B. Automobile Liability:

Insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Hospital's or PPG's use of autos pursuant to this Agreement, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

C. Workers Compensation and Employers' Liability:

Insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage. If Hospital or PPG will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County of LA as the Alternate Employer, and the endorsement form shall be modified to provide that County of LA will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Hospital's or PPG's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law. In all cases, the above insurance shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 Million
Disease - Policy Limit:	\$1 Million

Disease - Each Employee: \$1 Million

D. Professional Liability/Errors and Omissions:

Insurance covering Hospital's and PPG's liability arising from or related to this Agreement, with limits of not less than \$5 million per occurrence and \$10 million aggregate. Further, Hospital and PPG understand and agree it shall maintain such coverage for a period of not less than three (3) years following this Agreement's expiration, termination or cancellation.

E. Crime Coverage:

A Fidelity Bond or Crime Insurance policy with limits of not less than \$25,000.00 per occurrence. Such coverage shall protect against all loss of money, securities, or other valuable property entrusted by County of LA to Hospital and PPG, and apply to all of Hospital's and PPG's directors, officers, agents and employees who regularly handle or have responsibility for such money, securities or property. The County of LA and its Agents shall be named as an Additional Insured and Loss Payee as its interests may appear. This insurance shall include third party fidelity coverage, include coverage for loss due to theft, mysterious disappearance, and computer fraud/theft, and shall not contain a requirement for an arrest and/or conviction.

F. Real Property and All Other Personal Property:

Special form (all-risk) coverage for the full replacement value of County of LA-owned or leased property.

G. Insurance Coverage Requirements for Affiliate Physicians.

Hospital and PPG shall ensure that any and all physicians, and all persons providing care under his/her/their direction, either individually, or by, or through, a related

medical group, physician group, or independent physician association where appropriate, with privileges to perform or otherwise performing any services covered under this Agreement on premises of or used by Hospital maintain professional liability insurance covering liability arising from any error, omission, negligent, or wrongful act of such physician(s) with limits of not less than One Million Dollars (\$1,000,000) per occurrence and Three Million Dollars (\$3,000,000) aggregate. The coverage also shall provide an extended two (2) year reporting period commencing upon the termination or cancellation of this Agreement, only if such coverage is consistent with the industry standard in California.

2.10 **Indemnification and Insurance Application to Subcontractor(s).**

Hospital and PPG shall ensure that its subcontractor(s) providing services under this Agreement meet the requirements of the INDEMNIFICATION AND INSURANCE Paragraphs hereinabove, and shall ensure that all subcontract documents hereunder include such requirements.

2.11 **DHS Name and Logo.**

Hospital and PPG shall not use County's or County of LA's and DHS' name and logo without the consent of County of LA.

2.12 **Continuing Obligations for Covered Services.**

Hospital and PPG shall, upon the termination of this Agreement or its expiration, continue to render Covered Services to HWLA Program Patients and HWLA Program ER Patients who are hospital inpatients under the care of Hospital and PPG through discharge or until such time as County of LA can make reasonable and medically appropriate provisions for the assumption of such Covered Services by DHS or another

provider, whichever occurs sooner. Hospital and PPG shall be reimbursed in accordance with the terms of the Demonstration.

2.13 Hospital's Quality Management Program.

Hospital and PPG shall, at all times during the Term hereof, adhere to and enforce the requirements of its quality management program, including peer review, in accordance with State law and Hospital's policies. For purposes of overseeing the quality improvement and utilization review functions, Hospital shall permit County of LA's quality management and utilization management personnel reasonable access to HWLA Program Patients while hospitalized and to the hospital records of those HWLA Program Patients and HWLA Program ER Patients, so long as such access shall be accomplished without interference with the HWLA Program Patient's medical treatment.

Notwithstanding the foregoing, DHS shall retain the ability to prohibit any health professional from providing services to a HWLA Program Patient, upon DHS' determination that there exists a quality of care issue or for other good cause and upon written notice to Hospital and PPG.

Hospital shall cooperate and comply, during the Term hereof, with County of LA's Quality Management/Improvement Program.

2.14 Transfers of HWLA Program Patients to Hospital.

Hospital shall assist County of LA in facilitating the transfer of HWLA Program Patients covered by this Agreement from another hospital or other health care provider to Hospital subject to bed availability and capacity, if requested by County of LA. Hospital will not be financially responsible for transportation of such HWLA Program Patients.

2.15 Hospital Services.

Hospital shall provide or arrange for the provision of Covered Services for which Hospitals is licensed to provide, to HWLA Program Patients and HWLA Program ER Patients in accordance with this Agreement.

Exhibit D shall contain a list of all hospital facilities operated by Hospital at which Covered Services shall be provided.

Upon request, Hospital shall use best efforts to provide DHS with the copy of a Hospital Services inventory for Hospital. Hospital shall use best efforts to provide DHS with ninety (90) days written notice prior to changes and updates to the Hospital Services inventory.

2.16 **Prior Authorization.**

Hospital or PPG shall obtain prior authorization from the County of LA prior to providing any Elective Services. Hospital and PPG may obtain prior authorization by contacting the following during the hours of 9 a.m. to 5 p.m., Pacific Standard Time, during non-County of LA holidays from Monday through Friday:

Healthy Way LA Program
Division of Utilization Management
(877) 333-4952

2.17 **Hours of Service.**

Hospital shall provide access to acute inpatient care at Hospital pursuant to the terms of this Agreement, twenty-four (24) hours per day, seven (7) days per week to the extent allowable subject to Hospital's bed availability and capacity, as set forth in Exhibit A.

2.18 **Transmittal of Claims.**

To the extent that transmittal of claims are necessary and applicable, Hospital shall submit claims data to the County of LA Claims Adjudicator on a UB-04 Form or

such other successor form. PPG shall submit claims data to the County of LA Claims Adjudicator on a CMS Form 1500 or such other successor form, or in such other manner as the parties shall mutually agree in accordance with Exhibit C-1. PPG shall include in each submitted CMS Form 1500 the Member's HWLA membership identification number in Field #1a.

2.19 **Encounter Data.**

Hospital shall provide to County of LA encounter data for Covered Services provided to HWLA Program Patients, in an electronic data transmission format, as required by County of LA policies, procedures and performance standards, as necessary to enable County of LA to comply with the Demonstration requirements. Such data shall be provided within such time frames as may be necessary to enable County of LA to comply with DHCS submission requirements or as otherwise reasonably requested by County of LA, and in accordance with Exhibit A. Hospital shall implement policies and procedures for ensuring the complete, accurate, and timely submission of data for all Covered Services. Upon request by County of LA, Hospital shall report to County of LA, Hospital inpatient days pursuant to California Welfare and Institutions Code Section 14105.985(b)(2), as well as report required information pertaining to Hospital and/or Hospital's administration of the Disproportionate Share Hospital program within (30) days of such request.

3 REPRESENTATIONS, COVENANTS, AND OBLIGATIONS OF COUNTY OF LA
County of LA represents and covenants, as applicable, to Hospital the following:

3.1 **Authority.**

DHS is a local public agency created by the Board of Supervisors of Los Angeles County pursuant to authority conferred by Welfare and Institutions Code Section

14087.96 et seq. and Section 14087.38 et seq. DHS has obtained full power and authority to execute and deliver this Agreement and to perform its obligations as contemplated hereunder. All acts or proceedings required to be taken by DHS to authorize the execution, delivery, and performance of this Agreement have been duly and properly taken.

3.2 **Compliance with State and Federal Rules and Regulations.**

County of LA and DHS shall comply at all times during the Term of this Agreement with all State and Federal rules and regulations and any other rules and regulations which may be required of County of LA and DHS to operate the HWLA Program and under the Demonstration.

3.3 **Hospital Name and Logo.**

Neither County of LA or DHS shall use the name or logo of the University of California or similar references to the University of California, including but not limited to the names, UCLA, UCLA Health System, UCLA Medical Group, the David Geffen School of Medicine at UCLA, Ronald Reagan UCLA Medical Center, Santa Monica UCLA Medical Center and Orthopaedic Hospital, and references to their employees, programs and/or facilities, without prior consent from an authorized representative of the University of California, and in accordance with the provisions of applicable law, including but not limited to, California Education Code Section 92000 and University of California policy. Any such requests for approval of use of name shall be sent to Hospital at the address set forth in Section 7.4 herein. Notwithstanding the above, County of LA or DHS may use Santa Monica UCLA Medical Center and Orthopaedic Hospital's name only on HWLA Program Patient identification cards in the form agreed to by the parties.

3.4 **Transfer of HWLA Patients.**

- A. Transfer of HWLA Program Patients from hospitals as set forth in Exhibit D. Upon request by Hospital for the transfer of HWLA Program Patients for Covered Services not offered by Hospital, and the service is medically urgent/needs to be provided prior to patient discharge from the acute hospital inpatient level of care, as determined by attending physician, County of LA shall promptly facilitate the transfer of the HWLA Program Patients to another hospital or health care provider able to provide the needed service. Hospital shall not be financially responsible for the transportation of such HWLA Program Patients.

Upon request by Ronald Reagan UCLA Medical Center for the transfer of HWLA Program Patients and the service is medically urgent/needs to be provided prior to patient discharge from the acute hospital inpatient level of care, as determined by attending physician, if it is determined that there is no capacity at Hospital, County of LA shall promptly facilitate the transfer of HWLA Program Patients to another hospital or health care provider able to provide the needed service. Ronald Reagan UCLA Medical Center shall not be financially responsible for the transportation of such HWLA Program Patients.

- B. Transfer of HWLA Program ER Patients from hospitals as set forth in Exhibit D. Upon request by Hospital for the transfer of HWLA Program ER Patients not assigned to Venice Family Clinic and Hospital, when these patients need immediate hospital admission for further medical care, as determined by attending physician, County of LA shall promptly initiate efforts to facilitate the transfer of HWLA Program ER Patients to another hospital or health care provider if the patient is medically stable for the transport and the transport is unlikely to cause the deterioration of the patient's clinical condition, as determined by attending physician. Hospital shall not be financially responsible for the transportation of such HWLA Program ER Patients.

Upon request by Ronald Reagan UCLA Medical Center for the transfer of HWLA Program ER Patients when these patients need immediate hospital admission for further medical care, as determined by attending physician, County of LA shall promptly initiate efforts to facilitate the transfer of HWLA Program ER Patients to another hospital or health care provider if the patient is medically stable for the transport and the transport is unlikely to cause the deterioration of the patient's clinical condition, as determined by the attending physician. Ronald Reagan UCLA Medical Center shall not be financially responsible for the transportation of such HWLA Program ER Patients.

4 PAYMENT

4.1 Payment for Covered Services.

Hospital and PPG shall be reimbursed by County of LA for providing Covered Services to HWLA Program Patients and HWLA Program ER Patients as set forth in Exhibit C-1. Unless otherwise specified herein, and except as set forth in Exhibit C-1, Hospital and PPG shall accept such reimbursement as payment in full for Covered Services and associated administrative costs incurred in providing Covered Services to HWLA Program Patients and HWLA Program ER Patients. County of LA shall reimburse Hospital and PPG for Elective Services provided prior authorization has been obtained in accordance with Section 2.16 of this Agreement. Notwithstanding the above, County of LA shall not deny payment of Elective Services provided by Hospital and PPG for failure to obtain prior authorization required by this Agreement if the parties retrospectively agree that such Elective Services were medically necessary and would have been approved prospectively had prior authorization been obtained.

4.2 Hospital's and PPG's Non-Federal Share of Expenditures.

- A. As a condition to payment under this Agreement, Hospital and PPG shall provide the non-Federal share of certain expenditures under the HWLA Program in an amount equal to one (1.0) minus the FMAP Percentage (as defined in Exhibit C-1) of an amount equal to the costs incurred by Hospital and PPG in providing Covered Services to HWLA Program Patients and HWLA Program ER Patients. During any CPE Period (as defined in Exhibit C-1), the non-Federal share shall be provided in the form of CPEs (as defined in Exhibit C-1) incurred and reported by Hospital and PPG.
1. During any CPE Period, the non-Federal share shall be provided in the form of CPEs incurred and reported by Hospital and PPG.
 2. During any Capitation Period (as defined in Exhibit C-1), the non-Federal share shall be provided in the form of an intergovernmental transfer (“IGT”) to the state totaling one (1.0) minus the FMAP Percentage (as defined in Exhibit C-1) of any amount equal to the total costs incurred by Hospital and PPG in providing Covered Services to HWLA Program Patients and HWLA Program ER Patients.
- B. With respect to any CPE reported by Hospital and PPG in accordance with this Section, Hospital and PPG shall comply with Section 1903(w) of the Social Security Act and 42 C.F.R. §433.51 regarding the use of public funds as the State share under the Medicaid program.

4.3 **Prohibition on Charging Patients.**

Hospital and PPG shall not charge, assess or claim any other fees or assessments from HWLA Program Patients and HWLA Program ER Patients for Covered Services. In addition, if the HWLA Program Patient or HWLA Program ER

Patient is also covered for Covered Services under another plan of coverage, Hospital and PPG may charge one deductible or copayment only as allowed pursuant to such HWLA Program Patient's or HWLA Program ER Patient's primary plan of coverage.

4.4 Payment after Termination of Agreement.

Following expiration or other termination of this Agreement, County of LA shall pay Hospital and PPG for Covered Services as required and under the rates and terms set forth in Section 2.12 herein. This provision shall survive the termination or expiration of this Agreement until any HWLA Program Patient receiving Covered Services as of the date of such termination of this Agreement is discharged from an inpatient admission or transferred to a County of LA facility or another provider.

4.5 Reimbursement/Subrogation.

Hospital, PPG and County of LA shall cooperate in pursuing reimbursement/subrogation claims for which County of LA, PPG or Hospital may have by providing each other with information indicating potential liability by a third party. If a HWLA Program Patient or HWLA Program ER Patient possesses health benefits coverage through another policy which is secondary to the County of LA under applicable coordination of benefits rules, including the Medicare secondary payor program, Hospital and PPG shall accept payment from the County of LA for Covered Services as provided herein as full payment from the County of LA for such Covered Services.

If a HWLA Program Patient or HWLA Program ER Patient possesses health benefits coverage through another policy which is primary to the County of LA under applicable coordination of benefits rules, including Medicare secondary payor program, or if a HWLA Program Patient or HWLA Program ER Patient is entitled to payment under

a workers' compensation policy or automobile insurance policy, Hospital and PPG may pursue payment from the primary payor or workers' compensation carrier consistent with applicable law and regulation for any fees, regardless of whether primary insurance is available. County of LA's responsibility as secondary payor shall not exceed the amounts set forth in this Agreement, less all amounts owed to Hospital and PPG by the primary payor.

Hospital shall retain all coordination of benefits payments received from other payors on account of services provided to HWLA Program Patients and HWLA Program ER Patients under this Agreement.

4.6 **Survival of Obligations.**

Any payment obligation which arises under this Agreement shall survive the termination or expiration of this Agreement.

5 TERM

5.1 **Term.**

The term of this Agreement shall be from the Effective Date of this Agreement to and through December 31, 2013 (Term). The parties further agree that they shall review the terms of this Agreement six (6) months from the Effective Date and undertake good faith negotiations to modify the terms of this Agreement as needed.

6 TERMINATION OF AGREEMENT

6.1 **County Appropriation.**

Notwithstanding any other provision in this Agreement, this Agreement shall be effective and binding upon the parties in each subsequent County fiscal year (July 1 to and through June 30) only, or any portion thereof, in the event that funds for the purposes hereof are appropriated for such County fiscal year by County of LA's Board. If

such funds are not so appropriated, Agreement shall be deemed to have terminated as of midnight, June 30 of the prior County fiscal year.

6.2 **Immediate Suspension.**

Notwithstanding any other provision in this Agreement, the Director of DHS (“Director”) or his/her designee, may suspend this Agreement immediately if Hospital or PPG, any of their agents, subcontractors, or employees are engaging in, or there is reasonable justification to believe that Hospital, its agents, subcontractors, or employees may be engaging in, a continuing course of conduct which poses an imminent danger to the life or health of patients, HWLA Program Patients or HWLA Program ER Patients. Notification of any such suspension shall be in writing. The suspension notice shall state in detail the reason(s) for the suspension, as well as the length of the suspension which shall not to exceed forty-five (45) calendar days from the date the notice is received by Hospital or PPG.

In the event of any suspension pursuant hereto, Hospital and PPG shall, if they request, be provided with a reasonable opportunity during the first ten (10) working days of the suspension period to meet with Director to discuss the reasons for the suspension. If Hospital, PPG and Director agree upon appropriate remedial action, or if it appears that the reasons for the suspension have been corrected, or the suspension is deemed inappropriate, the suspension shall be lifted. If Hospital and PPG do not request such a meeting, or if Hospital, PPG and Director are unable to agree upon appropriate remedial action, Director shall, at the end of the ten (10) working day period, either (a) recommend to County of LA’s Board immediate termination of this Agreement, or (b) recommend termination of this Agreement pursuant to the authority set forth in this Section. Until

County of LA's Board takes action on such recommendation, the suspension of the Agreement shall continue.

6.3 **Material Breach.**

This Agreement may be terminated by either The Regents of the University of California or County of LA with cause upon material breach of this Agreement by giving the other party thirty (30) days prior written notice of such breach, subject to the defaulting party's right to cure the breach. In the event that the defaulting party fails to cure the material breach within thirty (30) days of receipt of such written notice of termination, the non-defaulting party that provided notice of such breach may terminate this Agreement, effective as of the expiration of said thirty (30) day notice period. If the breach is cured within such thirty (30) days, and such non-defaulting party reasonably determines that the defaulting party is making substantial and diligent progress toward correction during such thirty (30) day period, this Agreement shall remain in full force and effect.

6.4 **Termination Upon Notice.**

Either The Regents of the University of California or County of LA either party may terminate this Agreement, without cause, upon ninety (90) days written notice to the other party. Upon such termination of this Agreement, the parties' obligations accruing prior to the date of termination shall survive the expiration of this Agreement.

6.5 **Hospital Performance During Civil Unrest or Disaster.**

Hospital and PPG recognize that health care facilities provide care essential to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event.

Notwithstanding any other provision of this Agreement, full performance by Hospital and PPG during any riot, insurrection, civil unrest, natural disaster or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Hospital and/or PPG for which County of LA may immediately terminate this Agreement.

7 MISCELLANEOUS PROVISIONS

7.1 Amendment.

This Agreement may not be amended or modified except by an instrument in writing executed by the parties hereto; provided, however, if at any time during the Term hereof State or Federal statutes or regulations are in conflict with the terms of this Agreement, or such State and Federal statutes, are revised in such a manner as to make this Agreement unlawful or out of compliance with such State and Federal statutes, then the terms of this Agreement shall automatically be amended to conform with such State and Federal statutes and regulations, on the date that compliance with State or Federal law, become effective, as if the parties had executed a written amendment hereto. All other changes in material terms of the Agreement shall require at least forty- five (45) business days prior notice and a written Amendment executed by the parties.

7.2 Indemnification.

Hospital and PPG shall indemnify, defend, and hold harmless County of LA and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with Hospital's and PPG's respective acts and/or omissions arising from and/or relating to this Agreement

County of LA shall indemnify, defend, and hold harmless Hospital and PPG, and their Special Districts, elected and appointed officers, employees and agents from and against any and all liability, including but not limited to, demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with County of LA's acts and/or omissions arising from or relating to this Agreement.

7.3 Health Insurance Portability and Accountability Act.

The parties acknowledge the existence of the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations (HIPAA). Hospital and PPG understand and agree that, as providers of medical treatment services, they are "covered entities" under HIPAA and, as such, have obligations with respect to the confidentiality, privacy, and security of patients' medical information, and must take certain steps to preserve the confidentiality of this information, both internally and externally, including the training of staff and the establishment of proper procedures for the release of such information, including the use of appropriate consents and authorizations specified under HIPAA.

The parties acknowledge their separate and independent obligations with respect to HIPAA and the HITECH Act, and that such obligations relate to transactions and code sets, privacy, and security. Hospital and PPG understand and agree that they are separately and independently responsible for compliance with HIPAA and the HITECH Act in all these areas and that County of LA has not undertaken any responsibility for compliance on Hospital's and PPG's behalf. Hospital and PPG have not relied, and will not in any way rely, on County of LA for legal advice or other representations with respect

to Hospital's and PPG's obligations under HIPAA and the HITECH Act, but will independently seek their own counsel and take the necessary measures to comply with the law and its implementing regulations.

Hospital, PPG and County of LA understand and agree that each is independently responsible for HIPAA and HITECH Act compliance and agree to take all necessary and reasonable actions to comply with the requirements of the HIPAA and HITECH laws and implementing regulations related to transactions and code sets, privacy, and security. Each party further agrees that, should it fail to comply with its obligations under HIPAA or the HITECH Act, it shall indemnify and hold harmless the other party (including the other party's officers, employees, and agents), for damages to the other party that are attributable to such failure.

7.4 **Notices.**

All notices required or permitted by this Agreement shall be in writing and may be delivered in person or may be sent by registered or certified mail or U.S. Postal Service Express Mail, with postage prepaid, or by Federal Express or other overnight courier that guarantees next day delivery, and shall be deemed sufficiently given if served in the manner specified in this section. The addresses below shall be the particular party's address for delivery or mailing notice purposes:

If to County of LA:

County of Los Angeles, Department of Health Services
313 North Figueroa Street
Los Angeles, California 90012
Attention: Mitchell H. Katz, M.D., Director

With a copy to:

County of Los Angeles, Department of Health Services
313 North Figueroa Street
Los Angeles, California 90012
Attention: Chief, Division of Contracts

If to Hospital:

UCLA Health System
Managed Care Contracting
10920 Wilshire Blvd. Suite 1850
Los Angeles, CA 90024
Attn: Director of Contracting

Either party may change its address as indicated above by giving written notice of such change to the other party in the manner specified in this Section.

7.5 Governing Law.

This Agreement, and the rights and obligations hereunder, and any claims or disputes relating thereto, shall be governed by and construed and enforced in accordance with the laws of the State of California.

7.6 Additional Provisions, Exhibits and Attachments.

The Additional Provisions, the Additional Provisions for Federal Managed Care Requirements and all other Exhibits and Attachments attached hereto and incorporated herein are part of this Agreement and the terms and conditions therein contained shall apply to the parties as though fully set forth herein. Hospital and PPG are referred to in the Additional Provisions as "Contractor" unless otherwise noted.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their duly authorized representatives on the day and year herein above first written.

HOSPITAL

By: _____

Name: David T. Feinberg, M.D., MBA

Title: President, UCLA Health System
CEO, UCLA Hospital System
Associate Vice Chancellor

Date: _____

PPG

By: _____

Name: Patricia A. Kapur, M.D.

Title: CEO, UCLA Faculty Practice Group
Vice President, UCLA Health System

Date: _____

APPROVED AS TO FORM
BY THE OFFICE OF THE
COUNTY COUNSEL

Edward Morrissey
Principal Deputy County Counsel

COUNTY OF LOS ANGELES,
DEPARTMENT OF HEALTH SERVICES

By: _____

Name: Mitchell H. Katz, M.D.

Title: Director

Federal Tax ID # _____

Date: _____

EXHIBIT A

DESCRIPTION OF SERVICES

HOSPITAL AND PHYSICIAN SERVICES

The following is a description of those health care services to be offered to HWLA Program Patients, and additional duties and responsibilities:

1. Hospital Services: Hospital shall be responsible for providing certain hospital services to HWLA Program Patients and HWLA Program ER Patients. Specifically, Hospital shall be responsible for providing Covered Hospital Services, as defined in this Agreement. Hospital shall have no financial responsibility for any health care services provided to HWLA Program Patients outside of Hospital.

Hospital shall be reimbursed for the provision of Covered Services to HWLA Program Patients and HWLA Program ER Patients at the rates set forth in Exhibit C-1 of this Agreement.

2. Physician Services: PPG shall be responsible for providing certain physician services to HWLA Program Patients and HWLA Program ER Patients. Specifically, PPG shall be responsible for providing Covered Physician Services, as defined in this Agreement. PPG shall have no financial responsibility for any health care services provided to HWLA Program Patients outside of Hospital.

PPG shall be reimbursed for the provision of Covered Services to HWLA Program Patients and HWLA Program ER Patients at the rates set forth in Exhibit C-1 of this Agreement.

3. Medi-Cal Program Participation: Hospital and PPG must participate in the Medi-Cal Program and remain in good standing under that program for the entire term of this Agreement. If Hospital and/or PPG ceases to participate in the Medi-Cal Program, or the State of California and/or CMS, removes Hospital and/or PPG from that program for any reason whatsoever, County of LA shall have the right to terminate this Agreement immediately.

4. Facility Service Sites: Hospital and PPG shall provide Covered Services at the service sites set forth in Exhibit D.

5. Patient Eligibility: Hospital and/or PPG shall verify and document patient eligibility for services under this Agreement in accordance with the process set forth in Exhibit B. Documentation of this verification must be maintained in accordance with the RECORDS AND AUDITS Paragraph of the ADDITIONAL PROVISIONS.

6. Provider Credentialing: As set forth in the PERSONNEL Paragraph of the Additional Provisions, Hospital shall maintain a provider credentialing process, which adheres to the established health care industry credentialing standards and guidelines.

7. Pharmacy: Hospital must use the Approved DHS Drug Formulary ("Formulary") for the HWLA Program, which shall be provided to Hospital prior to the commencement of services under this Agreement in a manner agreed to by the parties. Hospital may prescribe drugs beyond what is listed in the Formulary upon prior authorization from DHS, which process shall be set forth in the Formulary, as well as prescribe therapeutic equivalent (generic) drugs, with some exceptions as shall be provided to Hospital in the Formulary. Hospital and PPG shall use best efforts to participate in all Patient Assistance Programs ("PAPs") provided by individual

pharmaceutical companies. Hospital shall submit on behalf of all of its HWLA Program Patients applications for any applicable PAP. For all non-inpatient prescription needs, Hospital shall refer all HWLA Program Patients to Venice Family Clinic and shall refer all HWLA Program ER Patients not assigned to Venice Family Clinic to his or her primary care provider.

8. Referrals to Behavioral Health Services

A. Mental Health Referrals: If, through the provision of services hereunder, Hospital and/or PPG determines that a patient may benefit from mental health services outside of the scope of primary care services permitted hereunder, or if a patient inquires about the availability of no-cost mental health services outside of the scope of primary care services permitted hereunder, Hospital and/or PPG shall inform patient that outpatient mental health service referrals may be obtained by the patient calling the INFO-LINE, Information & Referral Federation Mental Health Services Information Service at (800) 339-6993. Hospital shall inform the patient that he/she will undergo another financial eligibility screening at the time that mental health services are sought.

B. Substance Abuse Referrals: If, through the provision of services hereunder, Hospital and/or PPG determine(s) that a patient may benefit from substance abuse treatment services, or if a patient inquires about the availability of no-cost substance abuse treatment services, Hospital and/or PPG shall inform the patient that outpatient substance abuse treatment referrals may be obtained by the patient calling the Information and Referrals to Alcohol and Drug Program Services line at (800) 564-6600.

9. Performance Measurement:

A. Encounter Data: Hospital and PPG shall submit encounter data to County of LA for HWLA Program Patients on a regular basis as determined by DHS, but no more frequently than on a monthly basis. Encounter data shall include all diagnosis codes and relevant procedure codes.

B. Data Reporting: INTENTIONALLY LEFT BLANK.

10. Performance Improvement: Hospital and PPG shall participate in County of LA activities to improve performance across the HWLA Program. As reasonable, this may include performance meetings with the County of LA and the review and development of new policies and procedures.

EXHIBIT B

VERIFICATION OF PATIENT ENROLLMENT AND ASSIGNMENT

1. PROGRAM OF LAST RESORT: The parties acknowledge that the fundamental tenet of the HWLA Program is that no patient eligible for either the Matched or the Unmatched Program shall be turned away, barred, or delayed in receiving services based on the patient's payor status or inability to pay for health care services.

Notwithstanding the foregoing, the parties also acknowledge that the HWLA Program is a "program of last resort" for patients seeking health care. It is intended to provide access to care only for those patients who lack private (non-public) third-party coverage for health care.

2. VERIFICATION OF ENROLLMENT AND ASSIGNMENT: Hospital and/or PPG shall be responsible for verifying that a patient is a HWLA Program Patient or HWLA Program ER Patient prior to claiming for reimbursement under this Agreement. Such verification will be developed and agreed upon by the parties, but may include Hospital contacting Venice Family Clinic to verify that a person is enrolled in the HWLA Program ,and assigned to Venice Family Clinic in the case of HWLA Program Patients. Hospital and/or PPG must properly document that verification has occurred for all services for which Hospital seeks reimbursement.

3. RECORDS AND AUDITS: Documentation by Hospital and/or PPG required under this Exhibit shall be consistent with the RECORDS AND AUDITS Paragraph, subparagraph "A", Records of Services Rendered, in the ADDITIONAL PROVISIONS, so that if requested, Hospital will be able to provide such information for the duration of Agreement and for a period of five (5) years following the termination or expiration of this Agreement. Hospital and PPG shall provide reports of such information

to Director, upon request, in accordance with the REPORTS Paragraph, also set forth in the ADDITIONAL PROVISIONS to this Agreement.

EXHIBIT C-1

BILLING AND REIMBURSEMENT

NOTE: For purposes of this Exhibit, the term "Hospital" shall mean Santa Monica UCLA Medical Center and Orthopaedic Hospital and Ronald Reagan UCLA Medical Center, to the extent necessary to provide for reimbursement of Covered Services at both facilities.

1. ESTIMATED EXPENDITURES: Hospital and PPG understand that services provided under the HWLA Program are funded in whole or in part by the Demonstration. Reimbursement to Hospital and PPG is contingent upon continuation of Federal approval of the Demonstration and approval of Federal matching funds for the HWLA Program under this Agreement and the Demonstration.

2. PATIENT BILLINGS: Hospital and PPG shall not bill any HWLA Program Patient or HWLA Program ER Patient receiving Covered Services hereunder. In the event that Hospital and/or PPG determine(s) that a patient seeking services is eligible for services hereunder, but that the patient requires services beyond those encompassed in this Agreement, Hospital and PPG shall be permitted to charge that patient for any and all services rendered in accordance with Hospital's and PPG's customary policies, procedures and practices pertaining to the provision of its services.

3. BILLINGS TO COUNTY OF LA. Hospital and PPG shall submit claims to County of LA's Claims Adjudicator Claims Data on a UB-04 Form and CMS Form 1500, or successor form or other form(s) as mutually agreed to by the parties. Such data shall be submitted electronically for Covered Services provided to a HWLA Program Patient and HWLA Program ER Patient as a clean claim within thirty (30) days of the service date. Hospital and PPG shall follow the billing guidelines contained in this Agreement

and as otherwise determined by DHS, which shall be provided to Hospital and PPG as necessary according to the process set forth in this Agreement. Information that is necessary for electronic billing to County of LA shall be provided to Hospital prior to the commencement of services hereunder.

4. REIMBURSEMENT

A. CPE Reimbursement:

(1) From the Effective Date and during all periods in which the County of LA is paid on the basis of certified public expenditures (“CPE”), Hospital and PPG shall be entitled to compensation for Covered Services under this Agreement on the basis of costs, as measured by the CPE it incurs in furnishing Covered Services to HWLA Program Patients and HWLA Program ER Patients as reported in accordance with Sub-Section D below.

(2) Subject to both the Interim Payments (as defined in Sub-Section B below) and the Reconciliation (as defined in Sub-Section C below), Hospital and PPG shall be entitled to payment by County of LA in an amount subject to the conditions set forth herein. Hospital and PPG shall accept such payment as payment in full for all Covered Services rendered, and at no time either during or after the term of this Agreement may Hospital or PPG attempt to bill any HWLA Program Patient, HWLA Program ER Patient or any payer for any such services, except as otherwise expressly stated in Section 4.3 and 4.6 of this Agreement, and Section 2 of this Exhibit. This prohibition on billing HWLA Program

Patients, HWLA Program ER Patients or other payers shall survive the termination of this Agreement for any reason whatsoever.

B. Interim Payments:

(1) The parties agree and acknowledge that determination of the final CPE amount for each State fiscal year ("FY") that Hospital and PPG will incur will not be reasonably practical until after the conclusion of each FY. Accordingly, County of LA shall compensate Hospital and PPG for Covered Services provided to HWLA Program Patients and HWLA Program ER Patients on an interim, per diem/per service basis as described in this Section and Exhibit C-2, subject to the Reconciliation described in Sub-Section C below (the "Interim Payments").

(2) On or before the Effective Date, the parties shall agree in writing, which writing shall be attached as Exhibit C-2 to this Agreement, to an estimate of the average per day and per service CPE, as applicable, that Hospital is expected to incur in providing the Covered Services (collectively, "Per-Day/Per-Service CPE").

(3) Interim Payments shall be made using the HWLA's claim processing procedures as described in Sub-Section A above, and subject to any utilization control requirements as described in this Agreement.

C. Reconciliation:

(1) Based on the CPE reported by Hospital and PPG in accordance with Sub-Section D below, after the end of each FY and after

the final reconciliation by the State for that FY in accordance with Welfare & Institutions Code Section 14166 et seq., the County of LA shall determine a reconciliation of the actual allowable CPE incurred by Hospital and PPG during that FY, as compared to the aggregate Interim Payments that County of LA has made to Hospital and PPG (the "Reconciliation").

(2) County of LA shall include Hospital's and PPG's CPE together with its own CPE data, to the State and CMS in accordance with law and the STCs for the Demonstration. County of LA shall include Hospital's and PPG's CPE in County of LA's submission only to the extent that County of LA determines such CPE is properly claimable in accordance with all applicable state and federal law and the STCs for the Demonstration. Hospital's and PPG's allowable CPE for purposes of final payment to Hospital and PPG by County of LA hereunder shall be the CPE amount that is thereupon determined by reconciliation by the State in accordance with Welfare & Institutions Code §14166 et seq., subject to any disallowance of costs by CMS.

(3) County of LA's obligation to compensate Hospital and PPG hereunder shall be conditioned on Hospital's and PPG's timely submission of the CPE Report, and shall be limited to an amount equal to one (1.0) minus the FMAP Percentage (as defined in Exhibit C-1) of an amount equal to the costs incurred by Hospital and PPG in providing Covered Services to HWLA Program Patients", and HWLA Program ER Patients,

and as determined pursuant to the state and Federal reconciliations described in the foregoing paragraph, (the "Reconciled CPE"), all subject to approval by both the State and CMS.

(4) In the event County of LA determines as a result of the Reconciliation that Hospital and/or PPG received total payments in excess of the Reconciled CPE that Hospital and/or PPG incurred during the FY, Hospital and/or PPG shall repay such excess amount to the County of LA no later than forty-five (45) days following completion of the Reconciliation. In the event the County of LA determines as a result of the Reconciliation that Hospital and/or PPG has received total payments in an amount less than the Reconciled CPE that Hospital and/or PPG incurred during the FY, County of LA shall pay such shortfall amount to Hospital no later than forty-five (45) days following completion of the Reconciliation.

D. Capitation Period:

(1) "Capitation Period" shall mean any period with respect to which the County of LA receives an actuarially sound capitation rate from the State for services to the MCE Population enrolled in the HWLA Program.

(2) For each FY during the Capitation Period, Hospital and PPG shall submit the CPE Report in the same fashion as set forth in Sub-section C above. Hospital and PPG shall submit each CPE Report by no later than the forty five (45) days following the FY in which the CPE was incurred.

(3) During the Capitation Period, all of the above provisions regarding payments by County of LA to Hospital and PPG as set forth above, except as follows:

(a) The Interim Payments to Hospital and PPG shall equal one hundred percent (100%) of the Per-day/per-visit CPE;

(b) The aggregate amount of annual payment that Hospital and PPG is entitled to from the County of LA shall equal one hundred percent (100%) of the total annual CPE incurred by Hospital and PPG;

(c) No later than thirty (30) days following the commencement of the Capitation Period, the parties shall agree to a revised Per-Day-Per-Service CPE amount with respect to Hospital Services, and to a revised Interim Payment with respect to Physician Services, which shall reflect the most recent cost data of Hospital and PPG then available; and

(d) Payment to Hospital and PPG is conditioned on Hospital and PPG making the IGTs in accordance with Section 4.2 of this Agreement.

E. Additional Conditions to Payment of Hospital and PPG:

(1) The parties agree that payment by County of LA to Hospital and PPG under this Agreement is conditioned on:

(a) Hospital's and PPG's provision of the nonfederal share of certain expenditures for the HWLA Program as required under Section 4.2 of this Agreement.

(b) Approval of the HWLA Program by DHCS, and to the extent required, CMS.

(c) Receipt of any necessary approvals from DHCS and/or CMS of the payment method set forth in this Exhibit and the method applicable to Hospital's and PPG's provision of the non-Federal share of its compensation through CPEs or IGTs.

(d) Accurate and timely reports of their CPEs by Hospital and PPG in a form and manner to be developed by County of LA pursuant to the STCs for the Demonstration and any applicable State or federal guidance to the Demonstration.

(e) The receipt of complete and timely certifications regarding the non-Federal share as required by DHCS and CMS in accordance with Section 4.2 of this Agreement.

(2) Any CPE Reports provided by Hospital and PPG under this Agreement shall be in such form and manner as required by Federal or state law and the STCs for the Demonstration and shall contain such detail, certifications, representations and indemnifications as County of LA shall specify. Without limiting the generality of the foregoing, Hospital and PPG shall certify, and shall represent that all expenditures set forth in the CPE Report were actually made and comply with Section 4.2 of this Agreement.

EXHIBIT C-2

Schedule of Interim Payments

NOTE: For purposes of this Exhibit, the term "Hospital" shall mean Santa Monica UCLA Medical Center and Orthopaedic Hospital and Ronald Reagan UCLA Medical Center, to the extent necessary to provide for reimbursement of Covered Services at both facilities.

Hospital Inpatient:	100% of the Interim Inpatient Hospital Per Diem Rate as Established by the State of California Health and Human Services Agency, Department of Health Care Services and in effect as of the date of service.
Hospital Outpatient:	210% of Medi-Cal Fee Schedule
Physician Inpatient Rate:	150% of Medi-Cal Fee Schedule
Physician Outpatient Rate:	150% of Medi-Cal Fee Schedule

EXHIBIT D

LIST OF SERVICE LOCATIONS

Santa Monica UCLA Medical Center and Orthopaedic Hospital

Ronald Reagan UCLA Medical Center (Non-elective Services only)

EXHIBIT E

ADDITIONAL PROVISIONS FEDERAL MANAGED CARE REQUIREMENTS

Hospital and PPG have read and agree to comply with the terms of the Demonstration and its STCs, to the extent applicable to Hospital and PPG with respect to the provision of Covered Services under this Agreement. Hospital and PPG further acknowledge that consistent with the STCs, Hospital and PPG shall comply with those applicable provisions which are required of Hospital and PPG as County's contractor and provider of Covered Services under the HWLA Program and the Demonstration.

1. Hospital and PPG shall ensure that each of its facilities providing Covered Services to HWLA Program Patients shall provide appropriate physical access for the disabled. [42 C.F.R. §438.206(b)(1)]
2. Hospital and PPG shall comply with all other applicable Federal and State laws, including title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, the Rehabilitation Act of 1973, titles II and III of the Americans with Disabilities Act; and any other laws regarding privacy and confidentiality. [42 C.F.R. §438.100(d)]
3. Hospital and PPG shall maintain policies and procedures of County with regard to advanced directives and the right of adult patients to make decisions with regard to medical care. [42 C.F.R. §489.100-103]
4. Hospital and PPG shall cooperate and participate in HWLA Program's grievance procedure under which a HWLA Program Patient may challenge the reduction, termination or denial of coverage of or payment form medical assistance, or delays in furnishing services, quality of care, and related concerns. Hospital and PPG understand and acknowledge that they may submit grievances and appeals and file requests for a fair hearing in accordance with state established procedures. [42 C.F.R. §438.400 & 402]
5. County shall take no punitive action against Hospital and PPG for requesting an expedited resolution to its grievance or supporting a HWLA Program Patient. [42 C.F.R. §438.410]
6. Hospital and PPG shall have and make available as needed to HWLA Program Patients its written materials in an alternative format and in an appropriate manner that considers the special needs of those are visually limited or who have limited reading proficiency. [42 C.F.R. §438.10(b)]
7. Hospital and PPG shall have and make available to HWLA Program Patients its written materials translated into certain prevalent non-English languages as determined by the State. Hospital and PPG shall have and make available at no cost as needed to HWLA Program Patients oral interpretation services. [42 C.F.R. §438.10(c)]

EXHIBIT F
ADDITIONAL PROVISIONS

<u>TABLE OF CONTENTS</u>		
<u>PARAGRAPH</u>		<u>PAGE</u>
1.	LICENSES, PERMITS, REGISTRATIONS, AND CERTIFICATES	AP-1
2.	FAIR LABOR STANDARDS ACT	AP-1
3.	EMPLOYMENT ELIGIBILITY VERIFICATION	AP-1
4.	COMPLIANCE WITH APPLICABLE LAW	AP-2
5.	GOVERNING LAWS, JURISDICTION, AND VENUE.....	AP-2
6.	PERSONNEL	AP-2
7.	RULES AND REGULATIONS	AP-4
8.	QUALITY MONITORING	AP-4
9.	COUNTY'S QUALITY IMPROVEMENT PLAN.....	AP-6
10.	BIO-HAZARDOUS WASTE	AP-6
11.	PUBLIC HEALTH REPORTING REQUIREMENTS	AP-6
12.	PUBLIC ANNOUNCEMENTS AND LITERATURE.....	AP-6
13.	PARTIES' RELATIONSHIP	AP-7
14.	SUBCONTRACTING	AP-8
15.	ASSIGNMENT BY CONTRACTOR.....	AP-9
16.	NONDISCRIMINATION IN SERVICES	AP-10
17.	NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	AP-11
18.	UNLAWFUL SOLICITATION	AP-11
19.	CONFLICT OF INTEREST.....	AP-11
20.	CONFIDENTIALITY.....	AP-12

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
21. RECORDS AND AUDITS.....	AP-13
22. REPORTS	AP-16
23. SEVERABILITY	AP-17
24. WAIVER OF TERMS AND CONDITIONS	AP-17
25. COUNTY LOBBYISTS	AP-17
26. RESTRICTIONS ON LOBBYING	AP-17
27. NONEXCLUSIVITY	AP-17
28. SOLICITATION OF BIDS OR PROPOSALS.....	AP-18
29. SUPERVISION OF NON-COUNTY EMPLOYEES.....	AP-18
30. RISK MANAGEMENT	AP-18
31. TERMINATION FOR IMPROPER CONSIDERATION	AP-19
32. COUNTY EMPLOYEES	AP-32
33. CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS	AP-20
34. CONTRACTOR’S WARRANTY OF ADHERENCE TO COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM	AP-21
35. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY’S CHILD SUPPORT COMPLIANCE PROGRAM.....	AP-21
36. CONTRACTOR’S ACKNOWLEDGMENT OF COUNTY’S COMMITMENT TO CHILD SUPPORT ENFORCEMENT	AP-22
37. CONTRACTOR’S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM	AP-22
38. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT	AP-23
39. CONTRACTOR RESPONSIBILITY AND DEPARTMENT.....	AP-23

TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
40. USE OF RECYCLED CONTENT PAPER	AP-26
41. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM.....	AP-26
42. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW	AP-28
43. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW.....	AP-29
44. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT.....	AP-29
45. CERTIFICATION REGARDING DEBARMENT SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76)	AP-29
46. BUDGET REDUCTIONS.....	AP-30
47. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS.....	AP-31
48. REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE	AP-31
49. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE.....	AP-32
50. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	AP-32
51. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM.....	AP-33
52. NO THIRD PARTY BENEFICIARIES.....	AP-33
ATTACHMENT I - CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT	
ATTACHMENT II - CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT	

- ATTACHMENT III - COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE
JURY SERVICE PROGRAM CERTIFICATION FORM AND
APPLICATION FOR EXCEPTION
- ATTACHMENT IV - SAFELY SURRENDERED BABY LAW FACT SHEET
- ATTACHMENT V - CHARITABLE CONTRIBUTIONS CERTIFICATION

**HEALTHY WAY LA HEALTH PROGRAM
HOSPITAL AND PHYSICIAN SERVICES
ADDITIONAL PROVISIONS**

For purposes of this Additional Provisions, the term "Contractor" shall refer to Hospital and PPG, as applicable herein.

1. LICENSES, PERMITS, REGISTRATIONS, AND CERTIFICATES:

Contractor shall obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law which are applicable to its performance of this Agreement, and shall ensure that all its officers, employees, volunteers, and agents who perform services hereunder obtain and maintain in effect during the term of this Agreement, all licenses, permits, registrations, and certificates required by law which are applicable to their performance hereunder. Contractor is to notify Director immediately by phone/in writing of any license/certification suspension/revocation of facility.

2. FAIR LABOR STANDARDS ACT: Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless County, its agents, officers, and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys= fees arising under any wage and hour law including, but not limited to, the Federal Fair Labor Standards Act for services performed by Contractor's employees for which County may be found jointly or solely liable.

3. EMPLOYMENT ELIGIBILITY VERIFICATION: Contractor warrants that they fully comply with all Federal statutes and regulations regarding employment of aliens and others, and that all their employees performing services hereunder meet the

citizenship or alien status requirements contained in Federal statutes and regulations. Contractor shall obtain, from all covered employees performing services hereunder, all verification and other documentation of employment eligibility status required by Federal statutes and regulations, as they currently exist and as they may be hereafter amended. Contractor shall retain such documentation for all covered employees for the period prescribed by law. Contractor shall indemnify, defend, and hold harmless County, its officers, agents, and employees from employer sanctions and any other liability which may be assessed against Contractor or County in connection with Contractor's failure to comply with the foregoing.

4. COMPLIANCE WITH APPLICABLE LAW: All parties shall comply with all applicable Federal, State, and local laws, ordinances, regulations, rules, and directives applicable to its performance hereunder. Further, all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

5. GOVERNING LAWS, JURISDICTION, AND VENUE: This Agreement shall be governed by, and construed in accordance with, the laws of the State of California. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in Los Angeles County.

6. PERSONNEL: Contractor shall adhere to applicable personnel standards of California Code of Regulations (CCR) Title 22. Additionally, Contractor shall meet the following requirements:

A. Qualifications: Personnel providing services hereunder, whether volunteer, contract, or employed (all hereafter referred to as "Contractor Staff"),

shall be qualified for their responsibilities through appropriate education and training, and shall wear identification badges specifying name and occupation (e.g., M.D., R.N., etc.).

B. Licensure and Continuing Education: All Contractor Staff, including mid-level practitioners and nurse practitioners, providing services hereunder shall hold at all times a current, valid unrestricted license, registration, or certification issued by the appropriate State licensing agency. Copies of current licenses, registrations, and certifications shall be maintained in Contractor personnel files, and made available for review upon request by Director.

Contractor shall have in place a system to ensure that its Contractor Staff licenses are current and unrestricted and staff are under no Federal or State sanctions. Contractor shall have in place a mechanism to ensure that Contractor Staff, respectively, provide patient services consistent and commensurate with their specialty, training, education, and experience and shall provide evidence of such upon request by Director.

Contractor shall also ensure that Contractor Staff regularly participates in appropriate continuing educational programs or activities to maintain their licenses, registrations, and certifications. Evidence of participation in such programs shall also be maintained in personnel files, and made available for review upon request by Director.

C. Supervision: All Contractor Staff shall be deployed into a staffing configuration that allows for the supervision required by CCR Title 22.

D. Physical Examination: Contractor shall comply with applicable law regarding health examination requirements and public health protections.

7. RULES AND REGULATIONS: Contractor shall provide to Director upon reasonable request a copy of its applicable rules and regulations, regarding the conduct of its officers, agents, employees, volunteers, contract staff, or affiliated personnel at County's Facility or Contractor's facility, as applicable, with respect to the services provided herein. At a minimum, such policies and procedures shall prohibit intoxication while at County's Facility, or Contractor's facility, behavior unbecoming to a health care provider, and behavior which may endanger the health and safety of patients or others at County's Facility or Contractor's facility, as applicable.

Contractor shall take appropriate action in accordance with their employee policies and progressive disciplinary action guidelines when any of their agents, officers, employees, volunteers, contract personnel, or affiliated personnel providing services at County's Facility or Contractor's facility, hereunder as applicable, has violated one or more such rules or regulations, or when such individual's behavior may adversely affect the delivery of health care services at County's Facility or Contractor's facility, hereunder as applicable.

8. QUALITY MONITORING: Contractor shall cooperate in active and effective quality improvement functions, to assure that necessary and appropriate services are provided in a timely manner as applicable hereunder and that such services are reflected in the patient's record with appropriate and complete explanations.

Contractor shall adopt and communicate a written policy on patients' rights and organizational ethics. Complaints by eligible individuals with regard to substandard conditions may be investigated by the State Department of Public Health (SDPH)

Licensing and Certification Division, or such other County or State agency, as required or permitted by statute or regulation.

Contractor shall comply with applicable legal, regulatory and Waiver requirements with respect to responding to complaints and grievances from patients.

Quality Improvement Activities: As part of the overall Quality Performance Improvement activities of DHS, Contractor shall cooperate and participate in County's DHS system-wide Quality Performance Improvement activities. Contractor shall cooperate with Director in active and effective quality improvement functions to monitor quality of care provided to County patients under this Agreement to ensure that services are: accessible, necessary and appropriate, focused on continuity of care, effective, efficient, patient-focused, provided in a safe care environment, provided in a timely manner, and accurately and completely recorded in the medical record.

Contractor shall monitor and evaluate the quality of patient care provided at Contractor's facility under this Agreement on an ongoing basis in accordance with a written Quality of Care Plan in accordance with Contractor's policies and procedures. Contractor shall make available for review by Director any monitoring reports issued as a result of State or Federal review for compliance, in accordance with Contractor's policies and procedures.

Contractor shall conduct peer review activities for professional staff (including review of mid-level practitioners), maintain written documentation thereof, and review practice patterns, in accordance with Contractor's policies and procedures. Contractor shall document any performance problems identified, institute appropriate corrective action, and follow the applicable notification process to be delineated in the Provider Information Notices.

9. COUNTY'S QUALITY IMPROVEMENT PLAN: County or its agent will evaluate Contractor's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Agreement in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County, and Contractor. If improvement does not occur consistent with the corrective measures, County may terminate this Agreement or impose other penalties as specified in this Agreement.

10. BIO-HAZARDOUS WASTE: Contractor shall handle and dispose its infectious and bio-hazardous waste in accordance with all applicable laws and regulations.

11. PUBLIC HEALTH REPORTING REQUIREMENTS: Contractor shall comply with all applicable reporting requirements set forth in the California Code of Regulations, Title 17, Division 1, Chapter 4, Subchapter 1, Article 1.

12. PUBLIC ANNOUNCEMENTS AND LITERATURE: In public announcements and literature distributed by Contractor for the purpose of advising patients of Contractor's participation in the HWLA Program. Contractor shall indicate that the health services which they provide under this Agreement are partially funded by the County of Los Angeles.

13. PARTIES' RELATIONSHIP:

A. This Agreement is not intended, and shall not be construed, to create the relationship of principal-agent, master-servant, employer-employee, business partnership, joint venture, or association, as between County and

Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee compensation and benefits. County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, or other benefits, to any personnel provided by Contractor under this Agreement.

C. County shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee compensation and benefits. Contractor shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, or other benefits, to any personnel provided by County under this Agreement.

D. Contractor understands and agrees that all of their staff and employees furnishing services to County pursuant to this Agreement are, for purposes of workers' compensation liability, the sole employees of Contractor and not employees of County. Contractor shall bear the sole liability and responsibility for any and all workers' compensation benefits to any of their staff and employees as a result of injuries arising from or connected with services performed by or on behalf of Contractor pursuant to this Agreement.

14. SUBCONTRACTING:

A. For purposes of this Agreement, subcontracts, if applicable, shall be approved by Director or his/her authorized designee(s). Contractor's request to Director for approval of a subcontract shall include:

(1) Identification of the proposed subHospital or other subcontractor and an explanation of why and how the proposed subHospital or other subcontractor was selected, including a description of Contractor's efforts to obtain competitive bids.

(2) A description of the services to be provided under the subcontract.

(3) The proposed subcontract amount, together with Contractor's cost or price analysis thereof. In the event that the subcontracted services are to be provided to Contractor on either a gratuitous or pro bono or volunteer basis, Contractor shall state as such.

(4) A copy of the proposed subcontract. Any later modification of such subcontract shall take the form of a formally written subcontract amendment, which must be approved in writing by Director before such amendment is effective.

B. Subcontracts issued pursuant to this Paragraph shall be in writing and shall contain at least the intent of all of the Paragraphs of the body of the Agreement, including the ADDITIONAL PROVISIONS, and the requirements of the exhibit(s), including their attachments.

C. At least thirty (30) calendar days prior to the subcontract's proposed effective date, Contractor shall submit for review and approval to Director a copy of the proposed subcontract instrument. With Director's written approval of the subcontract instrument, the subcontract may proceed.

D. Subcontracts shall be made in the name of Contractor and shall not bind County. The making of subcontracts hereunder shall not relieve Contractor

of any requirement under this Agreement, including, but not limited to, the duty to properly supervise and coordinate the work of subHospitals or other subcontractor. Approval of the provisions of any subcontract by County shall not be construed to constitute a determination of the allowability of any cost under this Agreement. In no event shall approval of any subcontract by County be construed as affecting any increase to the amount contained in the MAXIMUM OBLIGATION Paragraph.

E. Failure by Contractor to comply with this Paragraph 14 shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement. County, at its sole option, may obtain damages from Contractor resulting from said breach.

15. ASSIGNMENT BY CONTRACTOR:

A. The Contractor shall not assign their rights or delegate their duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegatee or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer,

exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

C. If any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

16. NONDISCRIMINATION IN SERVICES: Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ancestry, sex, age, or condition of physical or mental handicap, marital status, or political affiliation, and shall act in accordance with all applicable non-discrimination requirements of Federal and State law.

17. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify their employees, and shall require each subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

18. UNLAWFUL SOLICITATION: Contractor shall inform all of their employees who are identified individually as providing services hereunder of the provisions of Article 9 of Chapter 4 of Division 3, commencing with section 6150, of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in their performance hereunder to ensure that there is no violation of said provisions by their officers, employees, agents, or volunteers.

19. CONFLICT OF INTEREST: No County employee whose position with County enables such employee to influence the award of this Agreement or any competing agreement, and no spouse or economic dependent of such employee, shall be employed in any capacity by Contractor or have any other direct or indirect financial interest in this Agreement. No officer or employee of Contractor who may financially benefit from the performance of work hereunder, shall in any way participate in County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence County's approval or ongoing evaluation of such work.

Contractor shall comply with all applicable conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Agreement with respect to the services provided under this Agreement. Contractor are not now aware of any facts which create a conflict of interest with respect to this Agreement. If Contractor hereafter become aware of any facts which might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances.

20. CONFIDENTIALITY: Contractor shall maintain the confidentiality of all records and information relating to patients in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information to the extent that County provides such policies to Contractor in advance.

Contractor shall inform all of their officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Agreement.

Contractor shall indemnify, defend and hold harmless County, its officers, employees, and agents from and against any and all loss, damage, liability, and expense arising from any disclosure of such confidential records and information by Contractor, its officers, employees, and agents.

With respect to any identifiable records or information concerning any patient that is obtained by Contractor or any other records and information, Contractor shall: 1) not use any such records or information for any purpose whatsoever other than carrying out the express terms of this Agreement; 2) promptly advise County of all requests for disclosure of any such records or information and, OAC will release a PIN with an easy to use check-off form for Hospitals to fill out and submit; 3) not disclose, except as otherwise specifically permitted by this Agreement, any such records or information to any person or organization other than County without County's prior written authorization that the records are, or information is, releasable; and 4) at the expiration or termination of this Agreement, return all such records and information to County or

maintain such records and information according to written procedures sent Contractor by County for this purpose.

21. RECORDS AND AUDITS:

A. Records of Services Rendered: Contractor shall maintain complete and accurate eligibility (if any) and patient records as required by applicable law including but not limited to: name, sex, birth date, and address; and medical records on all care provided at County's Facility or Contractor's facility, as applicable, all in accordance with Titles 17 and 22, California Code of Regulations standards for Contractor's operations, or Joint Commission on Accreditation of Healthcare Organizations (TJC) standards applicable to records for physicians or hospital services, as appropriate. Contractor shall retain such records for the period required by law but in any event no less than five (5) years following the expiration or prior termination of the Agreement.

Contractor shall maintain accurate and complete financial (including billing and eligibility) records of its operations as they relate to its services under this Agreement in accordance with generally accepted accounting principles. Contractor shall also maintain accurate and complete employment and other records of all services provided hereunder. Contractor's record retention policy for all such records shall comply with State and Federal regulations. All such records shall be retained by Contractor for a minimum period of five (5) years following the expiration or prior termination of this Agreement.

During such five (5) year period, as applicable, as well as during the term of this Agreement, all records or true and correct copies thereof pertaining to this Agreement, including but not limited to those described above, and all additional

documents which bear any reasonable relationship whatsoever to this Agreement, shall be retained by Contractor at a location in Los Angeles County. Such records shall be immediately available upon request by County, to the extent consistent with Contractor's policies and applicable law.

B. Audit Reports: In the event that an audit of any or all aspects of this Agreement is conducted of Contractor by any Federal or State auditor, or any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such annual audit with County's Department of Auditor-Controller and Department of Health Services, Centralized Contract Monitoring Division, within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided under this Agreement or under applicable Federal or State law. County shall make a reasonable effort to maintain the confidentiality of such audit report(s).

C. Independent Audit: Contractor's financial records shall be audited by an independent auditor for every year that this Agreement is in effect.

The audit shall satisfy the requirements of the Federal Office of Management and Budget (OMB) Circular Number A-133. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable Federal, State, or County statutes, policies, or guidelines. Contractor shall file such audit report(s) with the County's Department of Auditor-Controller and DHS' Centralized Contract Monitoring Division, no later than ninety (90) calendar days from the completion of the audit.

The independent auditor's work papers shall be retained from a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work papers shall be made available for review by Federal, State, or County representatives upon request.

D. Audit/Compliance Review: In addition to the audit provisions of this Paragraph, County staff designated by Director, or Federal or State representatives, may conduct an audit/compliance review of all claims paid by County during a specified time period including claims and/or services provided by the subcontractor on behalf of Contractor. If the audit is conducted by County staff, any sampling shall be determined in accordance with generally accepted auditing standards, and an exit conference shall be held following the performance of such audit/compliance review at which time the results shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports prepared by County staff.

If the claims review is conducted by County staff, Contractor shall have the opportunity to review County's findings for Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/ compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, audit exceptions remain which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit or sample may be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County.

E. County Audit Settlements: At any time during the term of this Agreement or at any time after the expiration or earlier termination of this Agreement, authorized representatives of County may conduct an audit of Contractor regarding the services provided to County hereunder.

If Director determines at any time that Contractor has been overpaid, following Director's written notice, the amount of the overpayment shall be paid immediately by Contractor to County or recouped in the next payment cycle.

If Director determines that Contractor has been underpaid, the amount of the underpayment shall be paid within a reasonable time to Contractor. However, County shall not pay to Contractor an amount in excess of County's maximum obligation under this Agreement, except as may be expressly specified elsewhere in Agreement.

Failure of Contractor to comply with any one or more of the provisions of this Paragraph shall constitute a material breach of contract upon which County may terminate or suspend this Agreement.

22. REPORTS: Contractor shall make reports as required by Director concerning Contractor's activities and operations as they relate to the services hereunder. In no event, however, may County require such reports unless Director has provided Contractor with at least thirty (30) calendar days prior written notification thereof, unless the report is of a critical nature requiring a reduced notification period, at the Director's discretion. The specific information required and the report format shall be determined by Director, and may be revised from time-to-time.

23. SEVERABILITY: If any provision of this Agreement or the application thereof to any person or circumstances is held invalid, the remainder of this Agreement

and the application of such provision to other persons or circumstances shall not be affected thereby.

24. WAIVER OF TERMS AND CONDITIONS: A waiver of any of the terms and conditions hereof shall not be construed as a waiver of any of the other terms and conditions of Agreement.

25. COUNTY LOBBYISTS: Contractor and each lobbyist or lobbying firm (as defined in Los Angeles County Code section 2.160.010) retained by Contractor, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of Contractor or any County lobbyist or County lobbying firm retained by Contractor to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which County may immediately terminate or suspend this Agreement.

26. RESTRICTIONS ON LOBBYING: Contractor shall comply with all certification and disclosure requirements prescribed by section 319, Public Law 101-121 (Title 31, United States Code, section 1352) and any implementing regulations, and shall ensure that each of its subHospitals or other subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

27. NONEXCLUSIVITY: Contractor acknowledges that they are not the exclusive provider to County of primary or specialty care services, as applicable, that County has, or intends to enter into, contracts with other providers of such hospital-based and PPG-based services, as applicable, and that County reserves the right to itself perform the services with its own County personnel. During the term of this

Agreement, Contractor agrees to provide County with the Contractor services described in the Agreement.

28. SOLICITATION OF BIDS OR PROPOSALS: Contractor acknowledges that County, prior to expiration or earlier termination of this Agreement, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Agreement. County and its DHS, shall make the determination to solicit bids or request proposals in accordance with applicable County and DHS policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that they obtain no greater right to be selected through any future invitation for bids or request for proposals by virtue of their present status as Contractor.

29. SUPERVISION OF NON-COUNTY EMPLOYEES: Although Director is responsible for the overall administration and oversight of the services provided under this Agreement, Contractor remains directly responsible for the supervision of their staff and employees providing services under this Agreement, whether at a County Facility or at a Contractor facility.

30. RISK MANAGEMENT: The parties agree to cooperate with each other in the timely investigation and disposition of audits and third party liability claims arising out of any activities under this Agreement to the extent permitted by law. The parties shall notify one another as soon as possible of any adverse event that may result in liability to the other party. It is the intention of the parties to fully cooperate in the disposition of all such audits, actions or claims. Such cooperation may include, but is

not limited to, timely notice and joint investigation, subject to applicable laws regarding the protection of privileges and/or confidential information. Nothing herein shall require either party to waive such privileges..

31. TERMINATION FOR IMPROPER CONSIDERATION: County may, by written notice to Contractor, immediately terminate the right of Contractor to proceed under this Agreement if it is found that consideration, in any form, was offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing the Agreement or securing favorable treatment with respect to the award, amendment, or extension of the Agreement, or the making of any determinations with respect to Contractor's performance pursuant to the Agreement. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

32. COUNTY EMPLOYEES: To the degree permitted by Contractor's agreements with its Collective Bargaining Units, should Contractor require additional or replacement personnel after the effective date of this Agreement to perform the services set forth herein, Contractor shall give consideration for such employment openings to qualified permanent County employees who are targeted for layoff or qualified former

County employees who are on a re-employment list during the term of this Agreement. Such offers of employment shall be limited to vacancies in Contractor's staff needed to commence services under this Agreement, as well as to vacancies that occur during the Agreement term. Such offers of employment shall be consistent with Contractor's current employment policies, and shall be made to any former or current County employee who has made application to Contractor, and is qualified for the available position. Employment offers shall be at least under the same conditions and rates of compensations which apply to other persons who are employed or may be employed by Contractor.

Contractor shall also give consideration to laid-off or reduced County employees if vacancies occur at Contractor's other service sites during the Agreement term.

33. CONSIDERATION OF HIRING GAIN/GROW PROGRAM

PARTICIPANTS: To the degree permitted by Contractor's agreements with its Collective Bargaining Units, should Contractor require additional or replacement personnel after the effective date of this Agreement, Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to the Contractor.

In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

34. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD

SUPPORT COMPLIANCE PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals who benefit financially from County through contract are in compliance with their court-ordered child, family, and spousal support obligations in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

As required by County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting Contractor's duty under this Agreement to comply with all applicable provisions of law, Contractor warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the federal Social Security Act [(42 USC section 653 (a))] and California Unemployment Insurance Code section 1088.55, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department (CSSD) Notices of Wage and Earnings Assignment for Child, Family, or Spousal Support, pursuant to Code of Civil Procedure section 706.031 and Family Code section 5246(b).

35. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN

COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM Paragraph, immediately above, shall constitute default by Contractor under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure to cure such default within ninety (90) calendar days of written notice shall be grounds upon which County's Board

of Supervisors may terminate this Agreement pursuant to the TERMINATION Paragraph of this Agreement and pursue debarment of Contractor, pursuant to County Code Chapter 2.202.

36. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT: Contractor acknowledges that County places a high priority on the enforcement of child support laws and the apprehension of child support evaders. Contractor understands that it is County's policy to encourage all County Hospitals to voluntarily post County's "L.A.'s Most Wanted: Delinquent Parents" poster in a prominent position at Contractor's place of business. County's CSSD will supply Contractor with the poster to be used.

37. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM: Contractor hereby warrants that neither they nor any of their staff members are restricted or excluded from providing services under any health care program funded by the Federal government, directly or indirectly, in whole or in part, and that Contractor shall notify Director within thirty (30) calendar days in writing of: 1) any event that would require Contractor or their staff members mandatory exclusion from participation in a Federally funded health care program; and 2) any exclusionary action taken by any agency of the Federal government against Contractor or one or more of their staff members barring it or their staff members from participation in a Federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify, defend and hold County harmless against any and all loss or damage County may suffer arising from any Federal exclusion of Contractor or their staff members from such participation in a Federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Agreement.

38. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT: Contractor shall notify their employees, and shall require each subcontractor to notify their employees, that they may be eligible for the Federal Earned Income Credit under the Federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

39. CONTRACTOR RESPONSIBILITY AND DEBARMENT: The following requirements set forth the County's Non-Responsibility and Debarment Ordinance in the County Code are effective for this Agreement, except to the extent applicable State and/or Federal laws are inconsistent with the terms of the Ordinance. Notwithstanding the foregoing, the County's ordinance may impose stricter requirements than state or Federal laws.

A. A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is County's policy to conduct business only with responsible contractors.

B. Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if County acquires information concerning the performance of Contractor on this or other contracts, which indicates that Contractor is not responsible, County may, in addition to other remedies provided in the contract, debar Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which

generally will not exceed five (5) years or be permanent if warranted by the circumstances, and terminate any or all existing contracts Contractor may have with County.

C. County may debar Contractor if County's Board of Supervisors finds, in its discretion, that Contractor has done any of the following: 1) violated a term of a contract with County or a nonprofit corporation created by County, 2) committed an act or omission which negatively reflects on Contractor's quality, fitness or capacity to perform a contract with County, any other public entity, or a nonprofit corporation created by County, or engaged in a pattern or practice which negatively reflects on same, 3) committed an act or offense which indicates a lack of business integrity or business honesty, or 4) made or submitted a false claim against County or any other public entity.

D. If there is evidence that Contractor may be subject to debarment, the Department will notify Contractor in writing of the evidence which is the basis for the proposed debarment and will advise Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. Contractor and/or Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether Contractor should be debarred, and if so, the appropriate length of time of the debarment. Contractor and the Department shall be provided an

opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right at its sole discretion to modify, deny, or adopt the proposed decision and recommendation of the Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that Contractor has adequately demonstrated one or more of the following: 1) elimination of the grounds for which the debarment was imposed; 2) a bona fide change in ownership or management; 3) material evidence discovered after debarment was imposed; or 4) any other reason that is in the best interests of County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where 1) the Contractor has been debarred for a period longer than five (5) years; 2) the debarment has been in effect for at least five (5) years; and 3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the

Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

40. USE OF RECYCLED CONTENT PAPER: Consistent with County's Board of Supervisors policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond paper and paper products to the maximum extent possible in connection with services to be performed by Contractor under this Agreement.

41. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service (Jury Service Program) as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles Code.

A. Unless Contractor has demonstrated to the County's satisfaction either that Contractor is not considered a Contractor as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that Contractor

qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), Contractor shall have and adhere to a written policy that provides its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

B. For purposes of this subparagraph, Contractor means a person, partnership, corporation or other entity which has a contract with the County and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. Employee means any California resident who is a full-time employee of Contractor. Full-time@ means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full time employees providing short term, temporary services of 90 days or less within a 12 month period are not considered full time for purposes of the Jury Service Program.

C. If Contractor is not required to comply with the Jury Service Program when the Contract commences, Contractor shall have a continuing obligation to review the applicability of its exception status from the Jury Service Program, and Contractor shall immediately notify County if Contractor at any time either comes within the Jury Service Programs definition of Contractor or if Contractor no longer qualifies for an exception to the Jury Service Program. In

either event, Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that Contractor demonstrates to the County's satisfaction that Contractor either continues to remain outside of the Jury Service Programs definition of Contractor and/or that Contractor continues to qualify for an exception to the Program. Attached hereto, as Attachment III, is the required form, County of Los Angeles Hospital Employee Jury Service Program Certification Form and Application for Exception, to be completed by Contractor.

D. Contractor's violation of this subparagraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

42. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW: Contractor shall notify and provide to their employees, and shall require each subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment IV of this contract and is also available on the Internet at www.babysafela.org for printing purposes.

43. CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW: Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby

Law. Contractor understands that it is the County's policy to encourage all County Hospitals to voluntarily post the County's Safely Surrendered Baby Law poster in a prominent position at the Contractor's place of business. Contractor shall also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The County's Department of Children and Family Services will supply Contractor with the poster to be used.

44. NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF AGREEMENT: Except for those services provided by Contractor following the expiration or termination of this Agreement as required by law, regulation or the Waiver (i.e., continuity of care requirements), Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by Contractor after the expiration or other termination of this Agreement. Should Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/ termination of this Agreement shall not constitute a waiver of County's right to recover such payment from Contractor. This provision shall survive the expiration or other termination of this Agreement.

45. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76): Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible, or excluded from securing federally funded contracts. By executing this Agreement, Contractor certifies that neither they nor any of their owners officers, partners, directors, or principals is currently suspended, debarred,

ineligible or excluded from securing federally funded contracts. Further, by executing this Agreement, Contractor certifies that, to their knowledge, none of their subcontractors, at any tier, or any owner officer, partner, director or other principal of subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Agreement, should they or any of their subcontractors or any principals of either be suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Agreement upon which the County may immediately terminate or suspend this Agreement.

46. BUDGET REDUCTIONS: In the event that County's Board of Supervisors adopts, in any fiscal year, a County budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, County reserves the right to reduce its payment obligation correspondingly for that fiscal year and any subsequent fiscal year for services provided by Contractor under this Agreement. County's notice to Contractor regarding said reductions in payment obligation shall be provided within ninety (90) calendar days of the Board of Supervisors' approval of such actions. Contractor shall continue to perform all obligations set forth in this Agreement provided however that if Contractor determines that it shall not agree to such reductions, Contractor may terminate the Agreement pursuant to the termination provisions in the Agreement.

47. COUNTY'S OBLIGATION FOR FUTURE FISCAL YEARS:
Notwithstanding any other provision of this Agreement, County shall not be obligated for

Contractor's performance hereunder or by any provision of this Agreement during any of County's future fiscal years unless and until County's Board of Supervisors appropriates funds for this Agreement in County's budget for each such future fiscal year. In the event that funds are not appropriated for this Agreement, then this Agreement shall terminate as of June 30th of the last county fiscal year for which funds were appropriated. County shall notify Contractor in writing of such non-allocation of funds at the earliest possible date or as otherwise set forth in the Agreement.

48. REPORTING OF CHILD/ELDER AND DEPENDENT ADULT ABUSE:

A. Contractor staff working on this Agreement shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections, and in accordance with Contractor policy. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Sections 11166 and 11167.

B. Contractor staff working on this Agreement shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections, and in accordance with Contractor policy. The Contractor staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

49. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE: The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the certification in Attachment V, the County seeks to ensure that all County Contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202).

50. CONTRACTOR'S WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of their knowledge they are now in compliance, and during the term of this contract will maintain compliance, with Los Angeles Code Chapter 2.206.

51. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM: Failure of Contractor to maintain compliance with the requirements set forth in this Agreement Contractor's Warranty of Compliance with County's Defaulted

Property Tax Reduction Program shall constitute default under this Agreement. Without limiting the rights and remedies available to County under any other provision of this Agreement, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Agreement and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

52. NO THIRD PARTY BENEFICIARIES. There are no third party beneficiaries to this Agreement.

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Agreement. Work cannot begin on the Agreement until County receives this executed document.)

Contractor Name _____ Agreement No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into an Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Agreement. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Agreement.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Agreement between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced Agreement. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Agreement or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Agreement. Work cannot begin on the Agreement until County receives this executed document.)

Contractor Name _____ Agreement No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into an Agreement with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced Agreement. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Agreement.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Agreement. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Agreement is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Agreement.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Agreement between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced Agreement. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this Agreement or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

COUNTY OF LOS ANGELES CONTRACTOR EMPLOYEE JURY SERVICE PROGRAM CERTIFICATION FORM AND APPLICATION FOR EXCEPTION

The County's contract is subject to the County of Los Angeles Contractor Employee Jury Service Program (Program), Los Angeles County Code, Chapter 2.203. All contractors must complete this form to either certify compliance or request an exception from the Program requirements. Upon review of the submitted form, the County department will determine, in its sole discretion, whether the Contractor is excepted from the Program.

Company Name:		
Company Address:		
City:	State:	Zip Code:
Telephone Number:		

If you believe the Jury Service Program does not apply to your business, check the appropriate box in Part I (attach documentation to support your claim); or, complete Part II to certify compliance with the Program. Whether you complete Part I or Part II, please sign and date this form below.

Part I: Jury Service Program is Not Applicable to My Business

- My business does not meet the definition of "contractor," as defined in the Program, as it has not received an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts (this exception is not available if the contract itself will exceed \$50,000). I understand that the exception will be lost and I must comply with the Program if my revenues from the County exceed an aggregate sum of \$50,000 in any 12-month period.

- My business is a small business as defined in the Program. It 1) has ten or fewer employees; and, 2) has annual gross revenues in the preceding twelve months which, if added to the annual amount of this contract, are \$500,000 or less; and, 3) is not an affiliate or subsidiary of a business dominant in its field of operation, as defined below. I understand that the exception will be lost and I must comply with the Program if the number of employees in my business and my gross annual revenues exceed the above limits.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months, which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation.

- My business is subject to a Collective Bargaining Agreement (attach agreement) that expressly provides that it supersedes all provisions of the Program.

OR

Part II: Certification of Compliance

- My business has and adheres to a written policy that provides, on an annual basis, no less than five days of regular pay for actual jury service for full-time employees of the business who are also California residents, or my company will have and adhere to such a policy prior to award of the contract.

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

Print Name:	Title:
Signature:	Date:

Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

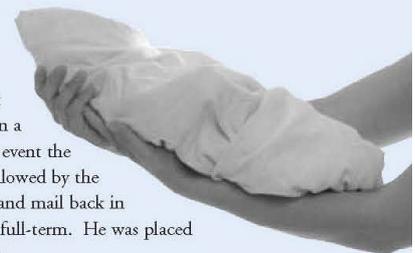
Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprana del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, sections 300-301 and Government Code sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)